

AGENDA
EAGAR TOWN COUNCIL
REGULAR MEETING
APRIL 4, 2017



**NOTICE OF THE REGULAR MEETING OF THE TOWN OF EAGAR
APRIL 4, 2017
7:00 P.M.
COUNCIL CHAMBER, 22 WEST 2ND STREET**

PURSUANT TO A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE TOWN COUNCIL OF THE TOWN OF EAGAR AND THE GENERAL PUBLIC THAT THE TOWN COUNCIL WILL HOLD A **REGULAR MEETING OPEN TO THE PUBLIC ON TUESDAY, APRIL 4, 2017, BEGINNING AT 7:00 P.M., IN THE COUNCIL CHAMBERS LOCATED AT 22 W. 2ND STREET, EAGAR, ARIZONA.**

AGENDA

1. WELCOME AND CALL MEETING TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

5. SUMMARY OF CURRENT EVENTS

- A. MAYOR
- B. COUNCIL
- C. STAFF

6. OPEN CALL TO THE PUBLIC

ANY CITIZEN DESIRING TO SPEAK ON A MATTER **THAT IS NOT** SCHEDULED ON THE AGENDA MAY DO SO AT THIS TIME. COMMENTS SHALL BE LIMITED TO 3 MINUTES PER PERSON AND SHALL BE ADDRESSED TO THE TOWN COUNCIL AS A WHOLE, AND NOT TO ANY INDIVIDUAL MEMBER. ISSUES RAISED SHALL BE LIMITED TO THOSE WITHIN THE JURISDICTION OF THE TOWN COUNCIL. PURSUANT TO THE ARIZONA OPEN MEETING LAW, THE TOWN COUNCIL CANNOT DISCUSS OR ACT ON ITEMS PRESENTED AT THIS TIME. AT THE CONCLUSION OF THE CALL TO THE PUBLIC, INDIVIDUAL TOWN COUNCIL MEMBERS MAY (1) RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE PUBLIC BODY; (2) ASK STAFF TO REVIEW A MATTER AND (3) ASK THAT A MATTER BE PLACED ON A FUTURE AGENDA.

7. CONSENT AGENDA

- A. APPROVAL OF MINUTES OF EAGAR TOWN COUNCIL MEETING(S) HELD MARCH 2017 (EVA WILSON)
- B. APPROVAL OF FEBRUARY 2017 NATIONAL BANK OF ARIZONA TRANSMITTALS, CHECKS WRITTEN, PAYROLL DIRECT DEPOSIT VOUCHERS, AND CREDIT CARD PURCHASES (KATIE BRADY / BRUCE RAY)
- C. ACCEPTANCE OF FEBRUARY 2017 FINANCIAL REPORT AND SALES TAX REPORT (KATIE BRADY)
- D. APPROVAL TO PROCLAIM APRIL 28, 2017 AS ARBOR DAY WITHIN THE TOWN OF EAGAR (JEREMIAH LOYD)
- E. APPROVAL TO PROCLAIM APRIL "FAIR HOUSING MONTH" (EVA WILSON)
- F. AUTHORIZATION TO CONTRACT WITH MILES DEWITT/DEWITT CATTLE COMPANY TO CONDUCT A JUNIOR RODEO DURING ROUND VALLEY ROUND UP (BRUCE RAY)

- G. AUTHORIZATION TO CONTRACT WITH MILES DEWITT/DEWITT CATTLE COMPANY TO CONDUCT A RANCH RODEO DURING ROUND VALLEY ROUND UP (BRUCE RAY)
- H. APPROVAL OF AN APPLICATION FOR A SPECIAL EVENT-LIQUOR LICENSE TO THE ROUND VALLEY RODEO COMMITTEE TO BE USED DURING THE FOURTH OF JULY RODEO AT THE RODEO GROUNDS (BROCK HAMBLIN)
- I. APPROVAL OF LETTER FROM MAYOR BRYCE HAMBLIN TO GOVERNOR DOUG DUCEY OPPOSING THE ARIZONA BOARD OF REGENTS' PROPOSAL TO ALLOW THE THREE STATE UNIVERSITIES TO KEEP THE TRANSACTION PRIVILEGE TAXES THEY CURRENTLY PAY, INCLUDING THE SHARED PORTION THAT GOES TO LOCAL GOVERNMENTS (BRUCE RAY)
- J. AUTHORIZATION TO ENTER INTO A FACILITY USE AGREEMENT WITH THE ROUND VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF THE ROUND VALLEY DOME FOR THE PURPOSE OF HOLDING AN OUTDOOR EXPOSITION (BRUCE RAY)
- K. AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ESI CORPORATION FOR THE PURPOSE OF COMPLETING THE EAGAR ECONOMIC DEVELOPMENT STRATEGIC PLAN AS SET FORTH IN THE ARIZONA COMMERCE AUTHORITY GRANT (JEREMIAH LOYD)
- L. APPROVAL TO WAIVE THE BOYS AND GIRLS CLUB OF ROUND VALLEY WATER AND SEWER SERVICE FOR THREE SUMMER MONTHS AT 141 EAST 5TH AVENUE A BUILDING THAT HAS BEEN DONATED FOR THEIR USE FOR SUMMER PROGRAMS (BOYS AND GIRLS CLUB OF ROUND VALLEY)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- A. INTRODUCTION OF SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE INTERIM EXECUTIVE DIRECTOR AND DISCUSSION ON HOW THE CHAMBER CAN ASSIST THE TOWN OF EAGAR IN CURRENT AND FUTURE ENDEAVORS (CHRISTINE BALLARD)

10. SIGNING OF DOCUMENTS

11. ADJOURNMENT

THE PUBLIC IS WELCOME TO PLACE ITEMS ON THE COUNCIL AGENDAS WITH THE APPROVAL OF THE MAYOR OR TOWN MANAGER. A "PROPOSED AGENDA ITEM" REQUEST FORM IS AVAILABLE IN THE TOWN CLERK'S OFFICE OR AT WWW.EAGARAZ.GOV UNDER THE COUNCIL AND CLERK LINKS. ALL REQUESTS ARE DUE INTO THE TOWN CLERK'S OFFICE BY WEDNESDAY AT 12:00 NOON THE WEEK PROCEEDING THE COUNCIL MEETING. REGULAR COUNCIL MEETINGS ARE HELD ON THE 1ST TUESDAY, AND 3RD TUESDAY OF THE MONTH AS BUSINESS ALLOWS.

IF ANYONE WISHING TO ATTEND THIS MEETING HAS SPECIAL NEEDS DUE TO A DISABILITY, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128 TWENTY-FOUR HOURS PRIOR TO THE MEETING AND ACCOMMODATIONS WILL BE PROVIDED. ANYONE NEEDING INFORMATION ON THE CURRENT MEETING, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128.

POSTED BY: EVA WILSON

Date: March 30, 2017

Time: 4:00 P.M.

**MINUTES
EAGAR TOWN COUNCIL
WORK SESSION
22 W. 2nd St., Eagar, AZ
March 7, 2017 – 6:00 P.M.**

The Work Session was called to order.

COUNCIL PRESENT: Bryce Hamblin, Mayor
Steve Erhart, Vice Mayor
James Nelson, Jr.
Debra Seeley
Allen Browning

COUNCIL ABSENT: John Phelps
Winslow McNeill

STAFF PRESENT: Bruce Ray, Interim Town Manager
Katie Brady, Finance Manager
Eva Wilson, Town Clerk
Mike Sweetser, Police Chief
Jeremiah Lloyd, Community Development Director
Frank Adams, Fire Chief
Roberta Reed, Town Magistrate

1. WORK SESSION TO DISCUSS THE FISCAL YEAR 2017-2018 TENTATIVE BUDGET

Interim Town Manager Bruce Ray presented the budget workshop along with Finance Manager Katie Brady. They started with the Revenue Forecast stating the Town's three revenue sources are General Fund, Highway User Revenue Fund (HURF), and Utility Revenue. General Fund consists of revenue from Urban Revenue Share, Vehicle License Tax, State Shared Revenue and Local Sales Tax. Historically the revenue trend has been flat and steady over the past five years among all funds.

Local Sales Tax only fluctuates from the flat trend during the holidays and summer months. By the month numbers show consistent Local Sales Tax at 7-9%.

The State Shared Revenue (SSR) monthly trend is also flat and consistent over the last four years at approximately \$100,000 - \$120,000 annually.

Last year the State released various amounts to cities and towns from HURF; Eagar's share was \$39,000, however, the Town is not expecting this generosity from the State again this year. With the addition of the \$39,000 this puts the Town overspent in HURF and the Town will have to focus on spending this amount down plus more. The yearly and monthly trend in HURF is flat and consistent with the exception of the \$39,000.

Utility Fund shows the summer months of May through July as the big revenue months for the Town revenues making up 25% of this fund during those months; otherwise the revenue falls between 7-10%.

Ms. Brady reported that SSR accounts for 52% of the Town's income in the General Fund. The League of Arizona Cities and Towns has to lobby for cities and towns to keep their share of SSR every year. The second largest piece of the pie for Eagar is Local Sales Tax at 34% from local businesses. All other revenues are small amounts from Rents and Loyalties, Fees and Permits, Charge for Services (copies, fingerprints), Fines and Forfeitures from the Magistrate Court, Intergovernmental Revenue, Recreation and Donations, and Miscellaneous Revenue.

Discussion turned to long-term budget planning and the Town's remaining debt. The Greater Arizona Development Authority (GADA) early payment penalty will expire July 2018. The Water Infrastructure Finance Authority (WIFA) 2008 and 2012 are being paid down with the Town paying an additional \$75,000 to WIFA 2008 in the last budget with plans to do so again in fiscal year 2017-18.

- The Kennedy Well WIFA 2012 loan is owed \$183,000.
- The Water Line Improvement Project on Central and Burk Street, WIFA 2008 loan, is owed \$248,000.
- GADA is owed \$2.2 million.
- The Clean Water (wastewater) WIFA 2008 had been paid off earlier this year with the remaining balance of \$50,000.
- The Town has paid off \$3 million in debt over the past seven years and has \$2.6.

Ms. Brady stated the Town is planning to pay off the WIFA 2008 before the WIFA 2012 as the WIFA 2008 has a higher interest rate at 3.5% and approximately WIFA 2012 at 2% respectively. In regards to the GADA loan, in 2018 it will not be a matter of being able to pay down the interest, the Town will instead be able to restructure the lending depending on the interest rates at that time.

Mayor Hamblin asked how much interest is being made on the Town's savings right now. Ms. Brady stated the interest rate is less than 1%.

The Council is receptive to completely pay off the two WIFA loans immediately to save the paying of interest on those loans and to return to saving those dollars after payoff.

Mr. Ray pointed out that the Local Government Investment Pool (LGIP) has \$1.8 million invested at this time and with the WIFA payoffs would still have \$1.4 million remaining which still allows for three months of expenses.

Regarding the LGIP, HURF makes up a large portion of the balance. \$523,000 of this balance is HURF and the Town's five-year model is written to spend down this amount within five years. Ms. Brady stated that \$80,721 listed in Utility LGIP is a requirement by

WIFA to have a bond account savings equal to the highest debt service payment in any given year of the loan, so that \$80,000 can also be used to pay off the WIFA loans.

Budget by funds shows General Fund Expenditures at \$2.5 million, HURF Expenditures at \$1.1 million, and Utility Expenditures at \$1.5 million. Ms. Brady stated there is a \$175,000 capital improvement project in this budget year over last year's budget which is the first water tank rehabilitation project. Mr. Ray added that will be the only Utility project scheduled next year.

At the next scheduled Council Planning Session a broader discussion is planned regarding the rehabilitation and replacement of water tanks and the possibility of using United States Department of Agriculture (USDA) grants. The southern water tank was recommended for condemnation before it causes a disaster.

The General Fund's budget by function breakdown shows 55% is spent on public safety and 35% is spent on general administration while 4% and less per fund is spent on debt service, capital projects, parks and recreation, and community development.

The majority of spending in the Capital Improvement Plan (CIP) in HURF at 61% and the Town needs to continue to plan that spending as the Town owed HURF over a million dollars.

The overall five-year budget plan is balanced with the exception of overspending in HURF. The shortfall of the total budget is \$69,000 in fiscal years 2017-18. In 2018-19 the Council mandated User Fee will expire, and Mr. Ray stated when that fee was established the then Council promised the citizens the fee would go away in 18 years, the year 2019. At that time the Town will see a \$200,000 shortfall so the recommendation is to push out CIP and have the Town go into maintenance mode for a short while until the Town can save (by early pay off of debt) for CIPs – pay as we go.

Councilor Steve Erhart asked about the Town's water loss study, and Mr. Ray stated that all water going out is being metered including the cemetery usage. There is also the possibility to applying for USDA grants to perform a study on water loss and that will be discussed in more detail at the Planning Session.

The Pay Grade / Range system has been revised to better match the based-on-performance pay plan; the step plan now goes out 20 years. An employee in their first five years may be eligible for a 3% performance increase, an employee in their 6-15 years may be eligible for a 1.5% performance increase, and employees in their 16-20 years may be eligible for 1%.

Councilor Erhart asked what impact performance increases will make on the budget. Mr. Ray stated Staff will have a firmer number on that for the Planning Session, but there are nine employees that may be eligible for the 3% performance increase and those nine are from the lowest pay scales; there are also four employees that are topped out of their scale and will not be eligible for any type of raise unless the Council approves a town-wide cost of living

Eagar Council Minutes Work Session
March 7, 2017

adjustment. Ms. Brady stated there is \$75,000 in the General Fund being held and the impact will not even come close to that amount even within three years.

Looking ahead for the budget season, adoption of tentative budget is scheduled to be May 2, 2017 with the final adoption schedule for June 6, 2017.

Ms. Brady stated the CIP for 2018-2022 is included in the Council's packet information and there has been some shifting of projects due to overspending in HURF to prevent major impacts on cash flow. Mr. Ray stated the utility projects are included in that report as well as including the Federal Emergency Management Agency (FEMA) low-water, Water Canyon project from last year, map revisions budgeted at \$20,000 in the CIP and 2017-18 budget.

Council Work Session adjourned at 6:30 p.m.

Attest: _____

Mayor: _____

Vice-Mayor: _____

Council: _____

**MINUTES
EAGAR TOWN COUNCIL
REGULAR MEETING
22 W. 2nd St., Eagar, AZ
March 7, 2017 - 7:00 P.M.**

Mayor Bryce Hamblin called the Regular Council Meeting to order and welcomed those present. Mayor Hamblin requested the record show all Councilmembers are present. Mayor Hamblin led the Pledge of Allegiance and Allen Browning offered the invocation.

COUNCIL PRESENT: Bryce Hamblin, Mayor
 Steve Erhart, Vice Mayor
 Debra Seeley
 John O. Phelps
 Allen Browning
 James Nelson, Jr.
 Winslow McNeill

STAFF PRESENT: Bruce Ray, Interim Town Manager
 Eva Wilson, Town Clerk
 Frank Adams, Fire Chief
 Mike Sweetser, Police Chief
 Jeremiah Loyd, Community Development Director
 Katie Brady, Finance Manager
 Roberta Reed, Town Magistrate

ITEM #5: SUMMARY OF CURRENT EVENTS

Interim Town Manager Bruce Ray announced a visit by the Consulate General of Mexico with the Mayor and Council, Chief of Police and Mr. Ray on Monday, March 13, 2017 at 1:45 p.m.

Salt River Project, Tucson Electric Power, Arizona Department of Environmental Quality, and the Towns of Eagar and Springerville, in cooperation, will be hosting a household hazardous waste collection pickup in conjunction with the two communities' Clean Up Day (free dump day) on May 20, 2017. At this time it is unsure where the hazardous waste location drop off will be set up.

Mr. Ray attended the Springerville Town Council meeting on March 1, 2017 requesting their sponsorship for Round Valley Round Up. Mr. Ray is expecting a decision from the Town of Springerville two weeks from March 1st.

The planning for Eagar Days and Outdoor Expo is going well with a gun show and outdoor exposition scheduled at the Round Valley Dome.

ITEM #6: OPEN CALL TO THE PUBLIC

None.

ITEM # 7: PRESENTATIONS

A. PRESENTATION OF EAGAR POLICE DEPARTMENT 2016 4TH QUARTER ACTIVITY REPORT

Police Chief Mike Sweetser summarized the department's 2016 4th quarter activity with the following:

- In October several trainings were held throughout the month and two officers attended a Search Warrant Writing class held in Navajo County.
- Interim Chief Sweetser attended a Critical Incident Stress Management training and began working directly with other agencies in the beginning stages of creating a team that would be available to both agencies and the public in the event of a stressful incident where.
- Officer Walker Richardson completed his Field Training Program and was assigned to shift by himself beginning October 29, 2016.
- On October 12, 2016 a presentation was provided to the 5th grade classes on *Drugs and Why Not to Use Them*.
- Cadet Clinton Maly graduated the police academy on November 3rd and was promoted to officer. Both he and Chaplain Smale were sworn in on November 9th.
- In November the department began implementing the new computer hardware and computer software PolicePro. Much of November and December was spent working through the transformation of the new system.
- In December Acting Sergeant Steve Jones completed and became a Patrol Rifle Instructor.
- In reference to criminal activity, no patterns were notated during the quarter.

ITEM #8: CONSENT AGENDA

- A. APPROVAL OF MINUTES OF EAGAR TOWN COUNCIL MEETING(S) HELD FEBRUARY 2017**
- B. APPROVAL OF JANUARY 2017 NATIONAL BANK OF ARIZONA TRANSMITTALS, CHECKS WRITTEN, PAYROLL DIRECT DEPOSIT VOUCHERS, AND CREDIT CARD PURCHASES**
- C. ACCEPTANCE OF JANUARY 2017 FINANCIAL REPORT AND SALES TAX REPORT**
- D. APPROVAL TO ALLOW THE EXPENDITURE FOR SEALING AND STRIPING OF THE BASHAS' SHOPPING CENTER PARKING LOT (EAGAR MUNICIPAL PROPERTY)**

WITH HATCH INDUSTRIES, THE LOWEST RESPONSIBLE BIDDER, NOT TO EXCEED \$14,000

- E. APPROVAL TO ALLOW FOR THE SOLICITATION OF BIDS FOR CHIP SEAL FOR CHIRICAHUA TRAIL, EAST 1ST AVENUE, EAST 7TH AVENUE AND OLD GRISTMILL ROAD NOT TO EXCEED \$87,000 AND TO ALLOW THE TOWN OF EAGAR TO ENTER INTO A CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER
- F. APPROVAL TO ALLOW THE PURCHASE OF PORTABLE RADIOS FOR THE EAGAR FIRE DEPARTMENT WITH WHITE MOUNTAIN COMMUNICATIONS THROUGH MONIES OBTAINED THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT NOT TO EXCEED \$15,000
- G. AUTHORIZATION TO WAIVE THE FEES FOR RENTAL OF RAMSEY PARK RAMADA AND FACILITIES FOR THE UNITED STATES FOREST SERVICE APACHE-SITGREAVES FOR AN EARTH DAY EVENT ON APRIL 22, 2017
- H. ACCEPTANCE OF CEMETERY COMMITTEE MEMBER NORMA CODDINGTON'S RESIGNATION
- I. APPROVAL TO DESIGNATE THE CEMETERY COMMITTEE AS A SEVEN MEMBER BOARD FOR THE PURPOSES OF DETERMINING A QUORUM
- J. APPROVAL OF EMPLOYEE PAY SCALE AND CLASSIFICATION SYSTEM

Vice-Mayor Steve Erhart made a motion to approve the Consent Agenda. Councilor Debra Seeley seconded; all were in favor, motion carried unanimously. 7-0

ITEM #9: UNFINISHED BUSINESS

None.

ITEM #10: NEW BUSINESS

- A. DISCUSSION AND CONSIDERATION TO ACCEPT THE (STREET) STOP SIGN ANALYSIS AND APPROVAL FOR STAFF TO MAKE ADJUSTMENTS TO EAGAR SIGNS FROM THOSE RECOMMENDATIONS

Chief Sweetser reported that at the bequest of the Town Council an analysis was made of the stop signs in town, particularly the three and four-way placements. Upon the recommendations made on the analysis report prepared by Community Development Director/Town Engineer Jeremiah Loyd, Chief Sweetser and Interim Town Manager Bruce Ray are in agreement with that analysis. Some yield signs will replace some of the stop signs.

Due to concerns with the elementary school on East 2nd Street, it is further recommended that prior to the next school year crosswalks and 15 mile per hour posting during school hours be placed at the intersections of the cross streets from Eagar to Hamblin Streets, on streets that are east and westbound. There was much discussion on modes of traffic enforcement on Brown Street as Council was concerned that the stop sign change may be overlooked by the public.

Each area where a change will be made will be evaluated on how to ensure the best method of notification and the Town will make every effort to use every informative measure to notify the public, residents of the area of changes, schools officials, and all involved.

Councilor James Nelson, Jr. made a motion to accept the street stop sign analysis and approval for staff to make adjustments to Eagar signs from those recommendations. Vice-Mayor Steve Erhart seconded; all were in favor, motion carried unanimously. 7-0

B. DISCUSSION AND CONSIDERATION RESETTNG A DATE AND TIME FOR THE COUNCIL PLANNING SESSION

All councilmembers were agreeable with setting a Planning Session for March 21, 2017 at 6:00 p.m. to be held at the Eagar Town Hall Community Room.

C. DISCUSSION AND CONSIDERATION OF THE GOVERNMENT PROPERTY LEASE EXCISE TAX (GPLET) OWED FOR THE BASHAS' LEASE

Mr. Ray stated he received notification from the Apache County Assessor's office regarding the past due GPLET tax for the lease on the Bashas' store. The tax was due December 2016 in the amount of \$38,764.50. Mr. Ray has confirmed with Arizona Department of Revenue and the Arizona Attorney General's office that this tax is owed to Apache County and that the Town's lease with Bashas' specifically states that the Eagar Municipal Property Corporation (MPC) is responsible for such taxes. As this excise tax should have been paid each year since approximately 2004 and that Apache County is only asking for the 2016 payment, Mr. Ray recommends paying the excise tax in the amount of \$38,764.50 with the understanding that Apache County will forgive all previous years.

Mr. Ray will be contacting Apache County to remove the exemption on the excise tax and to bill the MPC for the normal property tax, which should be significantly lower.

Councilor James Nelson, Jr. made a motion that the Town of Eagar pay the Government Property Lease Excise Tax owed for the Bashas' lease in the amount of \$38,764.50. Councilor Allen Browning seconded; all were in favor, motion carried unanimously. 7-0

ITEM #11: SIGNING OF DOCUMENTS

Necessary signatures were obtained for the Minutes of February 2017; and Financial Statements for January 2017.

ITEM #12: ADJOURNMENT

Councilor Winslow McNeill made a motion to adjourn the meeting [at 7:25 p.m.] Councilor Allen Browning seconded; all were in favor, motion carried unanimously. 7-0

Attest: _____

Mayor: _____

Vice-Mayor: _____

Council: _____

CERTIFICATION OF COUNCIL MINUTES

I hereby certify that the foregoing minutes is a true and correct copy of the minutes of the Regular Council Meeting of the Town of Eagar, Arizona held on March 7, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Eva M. Wilson, Town Clerk

**MINUTES
EAGAR TOWN COUNCIL
PLANNING SESSION
22 W. 2nd St., Eagar, AZ
March 21, 2017 – 6:00 P.M.**

The Planning Session was called to order.

COUNCIL PRESENT: Bryce Hamblin, Mayor
Steve Erhart, Vice Mayor
James Nelson, Jr.
Debra Seeley
John Phelps
Winslow McNeill

COUNCIL ABSENT: Allen Browning

STAFF PRESENT: Bruce Ray, Interim Town Manager
Katie Brady, Finance Manager
Eva Wilson, Town Clerk
Mike Sweetser, Police Chief
Jeremiah Lloyd, Community Development Director
Frank Adams, Fire Chief

1. PLANNING SESSION TO DISCUSS THE GOALS AND OBJECTIVES OF THE TOWN OF EAGAR

A. DEPARTMENT REPORTS

Each department, Community Development, Police Department, Fire Department, Clerk's Department, Public Works Department, and Finance Department presented a report on their respective department's annual highlights with some presentation of future objectives.

B. WATER TANK CONDITION – U.S.D.A. GRANT

A short video was shown of the contracted divers from NCS inspecting the condition of the 12th Street water tanks. The two 165,000 gallon tanks are from the Town's original water supply system along with a single 1 million gallon tank. The inspection revealed that the tanks are externally coated with lead based paint, and the internal coating consists of a coal tar epoxy. The southern 165,000 gallon tank was identified as unsafe and a liability for the Town to continue to operate, although it can be repaired for approximately \$309,900. The northern 165,000 gallon tank can be repaired at a cost of approximately \$264,000, and the 1 million gallon tank can be repaired at a cost of \$899,000. The estimated cost of replacement for each 165,000 gallon tank is \$401,800. NCS is aiding in identifying funding sources to help with the rehabilitation or replacement.

Community Development Director Jeremiah Loyd is following leads for USDA Rural Development cash match grants and considering options to have a stronger selling point to secure these grants. It is recommended that \$300,000 within the CIP be expended to

minimally repair the 1 million gallon tank, unless a USDA Rural Development grant can be obtained to assist with the cost of the project, to follow through with the condemnation of the southern 165,000 gallon while repairing the northern 165,000 gallon tank. New water tanks cost approximately \$1 per gallon.

C. BUDGET DIRECTION

The League of Arizona Cities and Towns just released its new State Shared Revenue preliminary budget estimates which will increase the Town's General Fund by \$35,000 from original estimates.

The budget that has been presented to date includes a Government Property Lease Excise Tax (GPLET) for the Bashas' property that at this time the Town is fully responsible for. Interim Town Manager Bruce Ray is, however, investigating the possibility of being assessed the actual property tax without the GPLET.

Per Council's direction from the Budget Work Session of March 7, 2017, payoff of the Water Infrastructure Finance Authority (WIFA) loans is projected in the budget at \$425,454, with the repayment of Local Government Investment Pool (LGIP) of approximately \$350,000.

Mr. Ray reported that the Town of Eagar manning has not changed with the exception of an employee being moved to be supervised under Public Works instead of the Clerk's Department; the number of employees has not changed from last year.

Per Council's direction again, the increase in wages for the next fiscal year will be \$35,424 if every employee receives a raise due to their successful performance evaluation, with the following year seeing approximately \$31,889 budgeted for performance-based pay increases. Mr. Ray stated these projections are slightly high but the movement of employees in the grade scales was considered with high earners soon leaving the employment and lower earners entering. There are at least three employees that are topped out and will not see a performance-based pay increase. The five-year projection is sustainable.

No costs for dispatch services have been budgeted for the coming year, as Apache County Supervisor Doyel Shamley has alluded to the county jail and dispatch services looking for another source of funding. This will be a \$40,000 savings for the Town.

The Finance Department asked for more direction regarding the Local Government Investment Pool (LGIP) or additional saving mechanisms.

Vice-Mayor Steve Erhart suggested using the LGIP growth to pay the Greater Arizona Development Authority (GADA) loan, and to have at least a quarter of a year of expenses on hand. Vice-Mayor Erhart also stated he was under the impression that the Town had a \$75,000 per month savings allocation that was started several years ago. Mr. Ray stated that is occurring and more when it is financially feasible. Finance Manager Katie Brady stated she could add a line item to the budget allowing for this allocation.

Mayor Bryce Hamblin stated his goal for the Town's finances is to remove all debt and be able to finance our own projects without depending on outside lending.

The Council would like to have a Budget Work Session scheduled for April 4, 2017 at 6:30 p.m.

D. EAGAR DAYS/OUTDOOR EXPOSITION – ROUND VALLEY ROUND UP

Mr. Ray stated the following activities will be occurring for the Eagar Days/Outdoor Exposition:

- ✓ Gun Show at Round Valley Dome (Ron and Debra Watkins)
- ✓ Outdoor Expo with participants: Arizona Game and Fish, Sportsman's Warehouse, local guides
- ✓ Logging Events
- ✓ Soccer Tournament
- ✓ Softball Tournament
- ✓ Volleyball Tournament
- ✓ Kids Foot Rodeo

The Round Valley Round Up will include:

- ✓ Junior Rodeo
- ✓ Open 4d Barrel Race
- ✓ Boot Race
- ✓ Parade
- ✓ Team Roping
- ✓ Ranch Rodeo
- ✓ Raffle

With so much activity occurring within two months, it is important that all Town personnel participate in order to make these events successful. Eagar Days and the Outdoor Expo will be held at two separate venues.

Council Work Session adjourned at 8:40 p.m.

Attest: _____

Mayor: _____

Vice-Mayor: _____

Council: _____

Journal	Payee or Description	Date	Check No	Amount
CDPT	SECURITY BENEFIT	02/01/2017	422	385.00
CDPT	ACR-AZ ST RETIREMENT	02/01/2017	423	311.82
CDPT	Arizona State Retirement	02/06/2017	424	11,188.00
CDPT	Standard Insurance Company	02/06/2017	425	447.61
CDPT	U. S. Department of Revenue	02/06/2017	426	16,211.50
CDPT	Arizona Dept of Revenue	02/06/2017	427	2,240.88
CDPT	SECURITY BENEFIT	02/16/2017	428	385.00
CDPT	Arizona State Retirement	02/16/2017	429	10,751.96
CDPT	Arizona Dept of Revenue	02/16/2017	430	2,191.90
CDPT	U. S. Department of Revenue	02/16/2017	431	17,515.92
CDA	WRIGHT EXPRESS FLEET SERVICES	02/15/2017	1597	4,114.78
CD	XPRESS BILL PAY - MONTHLY FEES	02/06/2017	1598	332.90
CD	CHASE PAYMENTECH MONTHLY FEES- #1052	02/06/2017	1599	427.47
CD	CHASE PAYMENTECH MONTHLY FEES- #4176	02/06/2017	1600	31.21
CD	NBA MONTHLY FEES	02/06/2017	1601	374.17
CD	NSF CHECK - KAY PICKERING	02/16/2017	1602	14.51
CD	AZ DEPT OF REVENUE - TPT TAXES	02/23/2017	1603	4,065.18
CD	NBA - PAPER STATEMENT FEES	02/27/2017	1604	5.00
CDP	FINCH, STEPHANIE	02/02/2017	40635	1,138.82
CDP	BRADY, MARY K.	02/02/2017	40636	1,576.98
CDP	VALENZUELA, ORALIA	02/02/2017	40637	662.72
CDP	TADLOCK, MICHAEL O. II	02/02/2017	40638	138.45
CDP	KENNEDY, GAYLON D.	02/02/2017	40639	858.32
CDA	APACHE COUNTY	02/01/2017	40642	500.00
CDA	APACHE COUNTY FINANCE	02/01/2017	40643	2,850.00
CDA	APACHE COUNTY TREASURER	02/01/2017	40644	34.43
CDA	AZ STATE TREASURER	02/01/2017	40645	1,169.55
CDA	BLUE HILLS ENVIRONMENTAL ASSOC	02/01/2017	40646	81.75
CDA	BRADY, KATIE	02/01/2017	40647	40.00
CDA	CENTRAL ARIZONA SUPPLY	02/01/2017	40648	217.93
CDA	FINCH, STEPHANIE	02/01/2017	40649	40.00
CDA	HD SUPPLY WATERWORKS. LTD.	02/01/2017	40650	1,396.99
CDA	MISSION LINEN SUPPLY	02/01/2017	40651	31.04
CDA	PETERS, SHAWN	02/01/2017	40652	218.19
CDA	QUILL CORPORATION	02/01/2017	40653	153.43
CDA	TOWN OF SPRINGERVILLE	02/01/2017	40654	2,083.33
CDA	UDALL, NOLAN	02/01/2017	40655	180.00
CDA	Void - Information Only Check	02/01/2017	40656	.00
CDA	WOODLAND BUILDING CENTER	02/01/2017	40657	673.59
CDPT	Support Payment Clearing House	02/01/2017	40658	217.37
CDPT	Support Payment Clearing House	02/01/2017	40659	92.00
CDPT	PUBLIC SAFETY PERSONNEL	02/06/2017	40660	8,990.26
CDPT	LEGALSHIELD	02/06/2017	40661	105.70
CDPT	RAGHT	02/06/2017	40662	28,038.70
CDPT	AMERICAN HERITAGE LIFE	02/06/2017	40663	166.23
CDPT	EAP Preferred	02/06/2017	40664	153.00
CDPT	AFLAC	02/06/2017	40665	617.51
CDPT	AVESIS INSURANCE	02/06/2017	40666	206.19
CD	BARNET DULANEY EYE CNTR - B RAY SEC125	02/02/2017	40667	52.12
CDA	AZ 811 BLUE STAKE	02/08/2017	40668	224.65
CDA	AZ DEPT OF CORRECTIONS	02/08/2017	40669	117.50
CDA	BAKER'S OFFICE CITY	02/08/2017	40670	262.85
CDA	BASHAS', INC.	02/08/2017	40671	214.44
CDA	BLUE HILLS ENVIRONMENTAL ASSOC	02/08/2017	40672	390.03
CDA	BRADCO	02/08/2017	40673	1,766.14
CDA	CAL-GLASS	02/08/2017	40674	360.00
CDA	CARQUEST OF SPRINGERVILLE	02/08/2017	40675	688.01
CDA	CASELLE, INC	02/08/2017	40676	1,736.00
CDA	CMI ENGINEERING	02/08/2017	40677	6,311.25

Journal	Payee or Description	Date	Check No	Amount
CDA	COPPER STATE BOLT & NUT CO.	02/08/2017	40678	71.49
CDA	CORRIENTE SADDLE CO.	02/08/2017	40679	3,160.00
CDA	DAVIS TRUE VALUE HDWRE, INC	02/08/2017	40680	75.02
CDA	E & E SERVICES, INC.	02/08/2017	40681	78.82
CDA	EAGAR FIREFIGHTER ASSOCIATION	02/08/2017	40682	120.00
CDA	EMPIRE SOUTHWEST	02/08/2017	40683	911.27
CDA	GLEESON, WILL	02/08/2017	40684	120.00
CDA	HIGH COUNTRY PROPANE INC	02/08/2017	40685	2,366.35
CDA	INTERSTATE BATTERIES	02/08/2017	40686	251.00
CDA	JONES, STEVEN	02/08/2017	40687	40.00
CDA	DANA KEPNER COMPANY, INC	02/08/2017	40688	8,478.71
CDA	MISSION LINEN SUPPLY	02/08/2017	40689	55.01
CDA	NATIONAL BANK OF ARIZONA	02/08/2017	40690	4,807.07
CDA	QUALITY READYMIX INC	02/08/2017	40691	437.03
CDA	TOWN OF SPRINGERVILLE	02/08/2017	40692	2,083.33
CDA	SHOW LOW FORD INC	02/08/2017	40693	91.39
CDA	SWEAT SHOP	02/08/2017	40694	19.64
CDA	TETRA TECH - IMR	02/08/2017	40695	2,194.55
CDA	TOWN OF SPRINGERVILLE	02/08/2017	40696	638.79
CDA	UNIVERSAL POLICE SUPPLY CO	02/08/2017	40697	846.96
CDA	VALLEY AUTO PARTS	02/08/2017	40698	723.12
CDA	WHITE MOUNTAIN PUBLISHING-IND.	02/08/2017	40699	576.42
CDA	WHITE, DOUG	02/08/2017	40700	100.00
CDA	WILTBANK, BRIAN	02/08/2017	40701	52.96
CDA	YOUNG'S FUTURE TIRE, INC.	02/08/2017	40702	418.78
CDP	CARNRIGHT, LOURDES M.	02/16/2017	40703	1,500.00
CDP	FINCH, STEPHANIE	02/16/2017	40704	1,138.82
CDP	BRADY, MARY K.	02/16/2017	40705	1,551.63
CDP	VALENZUELA, ORALIA	02/16/2017	40706	662.71
CDP	HAMBLIN, BRYCE M.	02/16/2017	40707	349.00
CDP	MCNEILL, WINSLOW	02/16/2017	40708	88.15
CDP	ERHART, STEVE	02/16/2017	40709	88.75
CDP	NELSON, JAMES, JR	02/16/2017	40710	91.55
CDP	BROWNING, ELWIN ALLEN	02/16/2017	40711	91.55
CDP	SEELEY, DEBRA	02/16/2017	40712	91.55
CDP	KENNEDY, GAYLON D.	02/16/2017	40713	728.61
CDP	BEDDOW, THOMAS	02/16/2017	40714	121.35
CDP	WALKER, VERLYN	02/16/2017	40715	.00
CDP	NORMAN, MIKE	02/16/2017	40716	797.11
CDP	TADLOCK, MICHAEL O. II	02/16/2017	40717	453.03
CDP	BECKMAN, LEA M.	02/16/2017	40718	74.59
CDP	GOLDSMITH, SHAWN "CHRIS"	02/16/2017	40719	1.85
CDP	VICKERS, KEVIN	02/16/2017	40720	44.56
CDP	GOODSELL, JACOB N.	02/16/2017	40721	15.31
CDP	ROBBERTS, STEVEEN AARON	02/16/2017	40722	62.40
CDP	GOODMAN, TANNER	02/16/2017	40723	132.12
CDP	AVERY, CHRISTIAN T.	02/16/2017	40724	60.76
CDP	ROBBERTS, CORY S.	02/16/2017	40725	142.99
CDP	ROBBERTS, CODY A.	02/16/2017	40726	66.93
CDP	BEARD, RONNIE P.	02/16/2017	40727	203.07
CD	STEPHEN M PALMER DDS - J SUTTON SEC125	02/15/2017	40728	119.00
CDA	APACHE COUNTY HEALTH DEPT.	02/15/2017	40729	404.15
CDA	AZ DEPT OF CORRECTIONS	02/15/2017	40730	117.93
CDA	BROWN & BROWN LAW OFFICES,P.C.	02/15/2017	40731	4,248.01
CDA	E & E SERVICES, INC.	02/15/2017	40732	113.32
CDA	ELECTION OFFICIALS OF ARIZONA	02/15/2017	40733	70.00
CDA	EMPIRE SOUTHWEST	02/15/2017	40734	11.33
CDA	FRONTIER - LONG DISTANCE	02/15/2017	40735	19.24
CDA	HIGH COUNTRY PROPANE INC	02/15/2017	40736	569.96

Journal	Payee or Description	Date	Check No	Amount
CDA	KINKSLEY, RON	02/15/2017	40737	255.71
CDA	KONICA MINOLTA BUSINESS SOLUTI	02/15/2017	40738	159.80
CDA	MISSION LINEN SUPPLY	02/15/2017	40739	31.04
CDA	Void - Information Only Check	02/15/2017	40740	.00
CDA	NAVOPACHE ELECTRIC COOPERATIVE	02/15/2017	40741	12,243.27
CDA	Void - NCS ENGINEERS	02/15/2017	40742	.00
CDA	NEWMAN SIGNS INC	02/15/2017	40743	817.39
CDA	PROFORCE LAW ENFORCEMENT	02/15/2017	40744	1,053.82
CDA	QUALITY READYMIX INC	02/15/2017	40745	491.86
CDA	RYALL, TAMI	02/15/2017	40746	1,118.24
CDA	WHITE MOUNTAIN COMMUNICATIONS	02/15/2017	40747	97.21
CDA	ZUMAR INDUSTRIES, INC	02/15/2017	40748	157.25
CD	AZ STATE TREASURER - BOND LGIP #91845	02/15/2017	40749	100,000.00
CDPT	Eagar Firefighter Assoc	02/16/2017	40750	360.00
CDPT	Support Payment Clearing House	02/16/2017	40751	92.00
CDPT	Support Payment Clearing House	02/16/2017	40752	217.37
CDPT	Support Payment Clearing House	02/16/2017	40753	252.25
CDPT	FAMILY SUPPORT REGISTRY	02/16/2017	40754	81.94
CDA	NCS ENGINEERS	02/16/2017	40755	20,449.20
CDPT	PUBLIC SAFETY PERSONNEL	02/16/2017	40756	8,559.14
CDA	APACHE COUNTY TREASURER	02/22/2017	40757	37.82
CDA	AZ DEPT OF CORRECTIONS	02/22/2017	40758	300.00
CDA	AZ STATE TREASURER	02/22/2017	40759	1,408.34
CDA	CENTRAL ARIZONA SUPPLY	02/22/2017	40760	684.00
CDA	CONQUEST TECHNOLOGY GROUP	02/22/2017	40761	2,080.64
CDA	FRONTIER	02/22/2017	40762	2,698.87
CDA	HATCH CONST. & PAVING, INC.	02/22/2017	40763	1,643.55
CDA	HD SUPPLY WATERWORKS. LTD.	02/22/2017	40764	11,829.62
CDA	KENDALL ACQUISITIONS LLC	02/22/2017	40765	992.00
CDA	LIBERTY FENCE & SUPPLY LLC	02/22/2017	40766	1,697.00
CDA	MISSION LINEN SUPPLY	02/22/2017	40767	31.04
CDA	OCCUPATIONAL SAFETY SERVICES	02/22/2017	40768	158.00
CDA	SHRM	02/22/2017	40769	199.00
CDA	SIRCHIE FINGER PRINT LABS, INC	02/22/2017	40770	209.19
CDA	VERIZON WIRELESS	02/22/2017	40771	351.97
CDA	WESTERN SPORTS PUBLISHING	02/22/2017	40772	290.00
CDP	RYALL, TAMI - DIR DEP	02/02/2017	2021701	.00
CDP	WILTBANK, MARION - DIR DEP	02/02/2017	2021702	.00
CDP	WILSON, EVA - DIR DEP	02/02/2017	2021703	.00
CDP	RAY, BRUCE - DIR DEP	02/02/2017	2021704	.00
CDP	LOYD, JEREMIAH - DIR DEP	02/02/2017	2021705	.00
CDP	HENDERSON, ELECIA - DIR DEP	02/02/2017	2021706	.00
CDP	CARNRIGHT, LOURDES M. - DIR DEP	02/02/2017	2021707	.00
CDP	SLADE, RONDA - DIR DEP	02/02/2017	2021708	.00
CDP	RICHARDSON, WALKER - DIR DEP	02/02/2017	2021709	.00
CDP	MALY, CLINTON - DIR DEP	02/02/2017	2021710	.00
CDP	HERRERAS, RICARDO - DIR DEP	02/02/2017	2021711	.00
CDP	CASILLAS, JASON - DIR DEP	02/02/2017	2021712	.00
CDP	GLEESON, WILLIAM - DIR DEP	02/02/2017	2021713	.00
CDP	SWEETSER, MICHAEL G. - DIR DEP	02/02/2017	2021714	.00
CDP	JONES, STEVEN B - DIR DEP	02/02/2017	2021715	.00
CDP	STONESTREET, ROBERT M. - DIR DEP	02/02/2017	2021716	.00
CDP	GILLIAM, ZONA H. - DIR DEP	02/02/2017	2021717	.00
CDP	WITTING, SUMMER G. - DIR DEP	02/02/2017	2021718	.00
CDP	BEARD, PAT - DIR DEP	02/02/2017	2021719	.00
CDP	NUTTALL, MARY - DIR DEP	02/02/2017	2021720	.00
CDP	ADAMS, FRANK - DIR DEP	02/02/2017	2021721	.00
CDP	BINGHAM, DUSTIE LEA - DIR DEP	02/02/2017	2021722	.00
CDP	BROWNING, ELWIN - DIR DEP	02/02/2017	2021723	.00

Journal	Payee or Description	Date	Check No	Amount
CDP	PETERS, SHAWN - DIR DEP	02/02/2017	2021724	.00
CDP	WELCH, RON - DIR DEP	02/02/2017	2021725	.00
CDP	HALL, KENNETH R. JR - DIR DEP	02/02/2017	2021726	.00
CDP	WHITING, "WESLON" RICHARD - DIR DEP	02/02/2017	2021727	.00
CDP	MCLAUGHLIN, FRANK - DIR DEP	02/02/2017	2021728	.00
CDP	WHITING, JACK - DIR DEP	02/02/2017	2021729	.00
CDP	WHITE, DOUGLAS R. - DIR DEP	02/02/2017	2021730	.00
CDP	SUTTON, JOSEPH C - DIR DEP	02/02/2017	2021731	.00
CDP	WILTBANK, BRIAN - DIR DEP	02/02/2017	2021732	.00
CDP	GRUNDT, MICHAEL H. - DIR DEP	02/02/2017	2021733	.00
CDP	RYALL, TAMI - DIR DEP	02/16/2017	2161701	.00
CDP	WILTBANK, MARION - DIR DEP	02/16/2017	2161702	.00
CDP	WILSON, EVA - DIR DEP	02/16/2017	2161703	.00
CDP	RAY, BRUCE - DIR DEP	02/16/2017	2161704	.00
CDP	LOYD, JEREMIAH - DIR DEP	02/16/2017	2161705	.00
CDP	HENDERSON, ELECIA - DIR DEP	02/16/2017	2161706	.00
CDP	CARNRIGHT, LOURDES M. - DIR DEP	02/16/2017	2161707	.00
CDP	SLADE, RONDA - DIR DEP	02/16/2017	2161708	.00
CDP	RICHARDSON, WALKER - DIR DEP	02/16/2017	2161709	.00
CDP	MALY, CLINTON - DIR DEP	02/16/2017	2161710	.00
CDP	HERRERAS, RICARDO - DIR DEP	02/16/2017	2161711	.00
CDP	CASILLAS, JASON - DIR DEP	02/16/2017	2161712	.00
CDP	GLEESON, WILLIAM - DIR DEP	02/16/2017	2161713	.00
CDP	SWEETSER, MICHAEL G. - DIR DEP	02/16/2017	2161714	.00
CDP	JONES, STEVEN B - DIR DEP	02/16/2017	2161715	.00
CDP	STONESTREET, ROBERT M. - DIR DEP	02/16/2017	2161716	.00
CDP	GILLIAM, ZONA H. - DIR DEP	02/16/2017	2161717	.00
CDP	WITTING, SUMMER G. - DIR DEP	02/16/2017	2161718	.00
CDP	REED, ROBERTA E. - DIR DEP	02/16/2017	2161719	.00
CDP	BINGHAM, DUSTIE LEA - DIR DEP	02/16/2017	2161720	.00
CDP	PHELPS, JOHN O. - DIR DEP	02/16/2017	2161721	.00
CDP	BROWNING, ELWIN - DIR DEP	02/16/2017	2161722	.00
CDP	PETERS, SHAWN - DIR DEP	02/16/2017	2161723	.00
CDP	WELCH, RON - DIR DEP	02/16/2017	2161724	.00
CDP	HALL, KENNETH R. JR - DIR DEP	02/16/2017	2161725	.00
CDP	WHITING, "WESLON" RICHARD - DIR DEP	02/16/2017	2161726	.00
CDP	MCLAUGHLIN, FRANK - DIR DEP	02/16/2017	2161727	.00
CDP	WHITING, JACK - DIR DEP	02/16/2017	2161728	.00
CDP	WHITE, DOUGLAS R. - DIR DEP	02/16/2017	2161729	.00
CDP	SUTTON, JOSEPH C - DIR DEP	02/16/2017	2161730	.00
CDP	WILTBANK, BRIAN - DIR DEP	02/16/2017	2161731	.00
CDP	GRUNDT, MICHAEL H. - DIR DEP	02/16/2017	2161732	.00
CDP	BEARD, PAT - DIR DEP	02/16/2017	2161733	.00
CDP	NUTTALL, MARY - DIR DEP	02/16/2017	2161734	.00
CDP	ADAMS, FRANK - DIR DEP	02/16/2017	2161735	.00
CDP	MEACHAM, GEORGE M. - DIR DEP	02/16/2017	2161736	.00
CDP	MCDOWELL, LEVI - DIR DEP	02/16/2017	2161737	.00
CDP	WILSON, CODY J - DIR DEP	02/16/2017	2161738	.00
CDP	GRIMSHAW, SHEYENNE R. - DIR DEP	02/16/2017	2161739	.00
CDP	DIRECT DEPOSIT TOTAL	02/02/2017	9220021	43,185.14
CDP	DIRECT DEPOSIT TOTAL	02/16/2017	9220022	42,020.31

Total: 434,953.30

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-25100	GENERAL FUND - SURCHARGE TO STATE PAYABLE						
780	AZ STATE TREASURER	COURT DOCKET MONEY PAYMEN	JAN17			02/16/2017	1,408.34
10-25110	GENERAL FUND - SURCHARGE TO COUNTY PAYABLE						
390	APACHE COUNTY TREASURER	JAIL FEE/ASSESSMENT FEE	JAN17			02/16/2017	37.82
10-25200	GENERAL FUND - PASS THROUGH PAYABLES						
2710	NATIONAL BANK OF ARIZONA	2615/USPS - EAPPA	FEB17/2615			02/02/2017	12.45
10-36-500	GENERAL FUND - FEES & PERMITS - BUILDING PERMITS						
4465	KINKSLEY, RON	REIMBURSE - BUILDING PERMIT	FEB17			02/07/2017	255.71
10-40-310	GENERAL FUND - MAYOR & COUNCIL - OFFICE SUPPLIES						
3730	SWEAT SHOP	NAME PLATES/COUNCIL	732566			02/06/2017	19.64
10-40-610	GENERAL FUND - MAYOR & COUNCIL - ECONOMIC DEVELOPMENT						
850	BASHAS, INC.	LUNCHEON	900867	27759		01/04/2017	197.00
4230	WHITE MOUNTAIN PUBLISHING-	PROGRESS	97752501	27775		01/31/2017	428.74
							625.74 *
Total MAYOR & COUNCIL							645.38
10-41-572	GENERAL FUND - GENERAL GOVERNMENT - COMPUTER SUPPORT						
990	BROWN & BROWN LAW OFFICE	LEGAL SERVICES-PROSECUTION EAGAR-1064				02/07/2017	1,728.00
990	BROWN & BROWN LAW OFFICE	LEGAL SERVICES-TOWN BUSINE: EAGAR-1065				02/07/2017	800.00
1140	CASELLE, INC	COMPUTER SUPPORT	78278			02/01/2017	567.15
1250	CONQUEST TECHNOLOGY GRO	MONTHLY SERVICE AGREEMENT	2237			02/22/2017	652.77
							3,747.92 *
10-41-578	GENERAL FUND - GENERAL GOVERNMENT - SENIOR CITIZEN CENTER						
3390	RV SENIOR CITIZENS CENTER	CONTRIBUTION SENIOR CENTER	FEB17			02/01/2017	2,083.33
10-41-620	GENERAL FUND - GENERAL GOVERNMENT - MPC EXP UNRELATED TO BONDS						
2770	NAVOPACHE ELEC COOP, INC	150 N MAIN SIGN	B17/2649605			02/09/2017	173.93
Total GENERAL GOVERNMENT							6,005.18
10-42-310	GENERAL FUND - MAGISTRATE - OFFICE SUPPLIES						
830	BAKER'S OFFICE CITY	MAGISTRATE OFFICE SUPPLIES	573973-0	27796		02/02/2017	246.63
10-42-570	GENERAL FUND - MAGISTRATE - PROFESSIONAL & TECHNICAL SRV						
830	BAKER'S OFFICE CITY	MAINTANCE - COPIER	573938-0			01/01/2017	16.22
Total MAGISTRATE							262.85
10-43-399	GENERAL FUND - TOWN MANAGER - OTHER						
3400	RYALL, TAMI	REIMBURSE COBRA FEB17 & MAI RA/FEB-MAR				02/13/2017	1,118.24
10-43-585	GENERAL FUND - TOWN MANAGER - TRAINING & TRAVEL						
4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685			01/31/2017	33.43
Total TOWN MANAGER							1,151.67

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
10-44-525	GENERAL FUND - TOWN CLERK - POSTAGE & FREIGHT						
	2710	NATIONAL BANK OF ARIZONA	2110/USPS	FEB17/2110		02/02/2017	6.80
10-44-580	GENERAL FUND - TOWN CLERK - DUES & SUBSCRIPTIONS						
	3480	SHRM	Membership/Eva Wilson	9006953396		02/15/2017	199.00
10-44-585	GENERAL FUND - TOWN CLERK - TRAINING & TRAVEL						
	1535	ELECTION OFFICIALS OF ARIZONA	CONFERENCE REGISTRATION	FEB17		02/07/2017	70.00
Total TOWN CLERK							275.80
10-46-310	GENERAL FUND - FINANCE - OFFICE SUPPLIES						
	1250	CONQUEST TECHNOLOGY GROUP	BATTERY BACKUP	TICKET 3556		02/22/2017	8.26
10-46-525	GENERAL FUND - FINANCE - POSTAGE, FREIGHT & FEES						
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	1.09
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	.94
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	94.08
							96.11
10-46-526	GENERAL FUND - FINANCE - BANKING FEES						
	2710	NATIONAL BANK OF ARIZONA	2813/PAYPAL	FEB17/2813		02/02/2017	4.20
Total FINANCE							108.57
10-50-300	GENERAL FUND - POLICE - CLOTHING ALLOWANCE						
	2710	NATIONAL BANK OF ARIZONA	4918/ALLREDS BOOTS HERRERA	FEB17/4918	27787	02/02/2017	117.82
	4050	UNIVERSAL POLICE SUPPLY CO	BALLESTIC VESTS - MARY	204345	27731	01/31/2017	846.96
							964.78
10-50-325	GENERAL FUND - POLICE - OPERATING COSTS						
	850	BASHAS', INC.	ICE CREAM/ROOTBEER	966240		01/24/2017	17.44
	2710	NATIONAL BANK OF ARIZONA	4918/ MOLLY BUTLER LODGE	FEB17/4918		02/02/2017	71.59
	2710	NATIONAL BANK OF ARIZONA	4918/WALMART ADAPTER PLUG	FEB17/4918		02/02/2017	26.96
							115.99
10-50-350	GENERAL FUND - POLICE - AMMUNITION & GUN SUPPLIES						
	2710	NATIONAL BANK OF ARIZONA	4918/LAW ENFORCEMENT FOR R	FEB17/4918		02/02/2017	41.41
10-50-398	GENERAL FUND - POLICE - COPY MACHINE LEASE						
	2330	KONICA MINOLTA BUSINESS SO	C552 PRINTER/COPIER COLOR	243945067		02/05/2017	7.80
	2330	KONICA MINOLTA BUSINESS SO	C552 PRINTER/COPIER	243950306		02/06/2017	152.00
							159.80
10-50-512	GENERAL FUND - POLICE - WIRELESS ACCESS						
	4120	VERIZON WIRELESS	POLICE MOBILE BROADBAND	9780310825		02/12/2017	320.90
10-50-525	GENERAL FUND - POLICE - POSTAGE & FREIGHT						
	2710	NATIONAL BANK OF ARIZONA	0610/USPS	FEB17/0610		02/02/2017	52.03
10-50-550	GENERAL FUND - POLICE - EQUIPMENT MAINTENANCE						
	3150	PROFORCE LAW ENFORCEMENT	TASER EQUIPMENT	301746	27819	02/10/2017	1,053.82
10-50-580	GENERAL FUND - POLICE - DUES & SUBSCRIPTIONS						
	2710	NATIONAL BANK OF ARIZONA	4918/AACOP MEMBERSHIP	FEB17/4918		02/02/2017	350.00
10-50-585	GENERAL FUND - POLICE - TRAINING & TRAVEL						

	1830	GLEESON, WILL	PER-DIEM	EV#2016082		02/06/2017	120.00
	2260	JONES, STEVEN	PER DIEM	EV#2016083		02/06/2017	40.00
	2710	NATIONAL BANK OF ARIZONA	4918/OLIVE GARDEN	FEB17/4918		02/02/2017	47.02
							207.02 *
10-50-590	GENERAL FUND - POLICE - INVESTIGATION & EXTRADITION						
	2710	NATIONAL BANK OF ARIZONA	4918/LABEL PRINTER	FEB17/4918	27785	02/02/2017	301.09
	3510	SIRCHIE FINGER PRINT LABS, IN	EVIDENCE TAPE/BOOLD KITS	0288330-IN	27815	02/07/2017	209.19
							510.28 *
Total POLICE							3,776.03
10-51-310	GENERAL FUND - FIRE - OFFICE SUPPLIES						
	2710	NATIONAL BANK OF ARIZONA	2219/NORTON SECURITY	FEB17/2219		02/02/2017	54.54
	2710	NATIONAL BANK OF ARIZONA	2219/SAMS CLUB - CHAIR	FEB17/2219	27800	02/02/2017	136.22
	2710	NATIONAL BANK OF ARIZONA	2219/AMAZON PRINTER WARREN	FEB17/2219	27762	02/02/2017	26.92
	2710	NATIONAL BANK OF ARIZONA	2219/AMAZON INK CARTRIDGES	FEB17/2219		02/02/2017	19.95
	2710	NATIONAL BANK OF ARIZONA	2219/AMAZON FLASH DRIVES	FEB17/2219		02/02/2017	49.10
	2710	NATIONAL BANK OF ARIZONA	2219/AMAZON PRINTER	FEB17/2219	27762	02/02/2017	303.93
							590.66 *
10-51-335	GENERAL FUND - FIRE - MACHINERY & EQUIPMENT SUPPLIES						
	1360	DAVIS TRUE VALUE HDWRE, INC	ID KEY TAGS	43191		01/18/2017	28.15
	2710	NATIONAL BANK OF ARIZONA	2219/AMAZON BATTERIES	FEB17/2219		02/02/2017	91.78
	2710	NATIONAL BANK OF ARIZONA	2219/AMZ SMART SIGN	FEB17/2219		02/02/2017	69.15
	4110	VALLEY AUTO PARTS	HOSE ASY / FITTINGS	1576		01/31/2017	72.16
							261.24 *
10-51-350	GENERAL FUND - FIRE - SMALL TOOLS & HARDWARE						
	4110	VALLEY AUTO PARTS	INF GAGE DUAL HEAD CHUC	524		01/04/2017	52.02
10-51-399	GENERAL FUND - FIRE - OTHER						
	1360	DAVIS TRUE VALUE HDWRE, INC	BATTERIES	43195		01/19/2017	34.88
	2710	NATIONAL BANK OF ARIZONA	2318/BASHAS BREAKFAST BURR	FEB17/2318		02/02/2017	38.45
							73.33 *
10-51-525	GENERAL FUND - FIRE - POSTAGE & FREIGHT						
	2710	NATIONAL BANK OF ARIZONA	2219/USPS	FEB17/2219		02/02/2017	21.70
10-51-550	GENERAL FUND - FIRE - RADIO MAINTENANCE & REPAIR						
	2710	NATIONAL BANK OF ARIZONA	2219/AMZ* CUT RATE BATTERIES	FEB17/2219	27801	02/02/2017	252.00
	4220	WHITE MOUNTAIN COMMUNICA	PROGRAMMING SOFTWARE - TK	2017 0209 2		02/13/2017	97.21
							349.21 *
10-51-580	GENERAL FUND - FIRE - DUES & SUBSCRIPTIONS						
	1460	EAGAR FIREFIGHTER ASSOCIAT	INCIDENTAL PAY TO DEPT - DUES	AN17/170202		02/02/2017	120.00
	2710	NATIONAL BANK OF ARIZONA	2219/IAAI MEMBERSHIP	FEB17/2219		02/02/2017	135.00
	2710	NATIONAL BANK OF ARIZONA	2219/IAAI D WALKER	FEB17/2219		02/02/2017	90.00
	2710	NATIONAL BANK OF ARIZONA	2318/FIRE ENGINEERING SUBSC	FEB17/2318		02/02/2017	39.00
	2710	NATIONAL BANK OF ARIZONA	2318/AZ FIRE CHIEFS ASSOC ME	FEB17/2318		02/02/2017	75.00
							459.00 *
10-51-585	GENERAL FUND - FIRE - TRAINING & TRAVEL						
	2710	NATIONAL BANK OF ARIZONA	2318/DARBIS CAFE	FEB17/2318		02/02/2017	32.39
	2710	NATIONAL BANK OF ARIZONA	2318/PANDA EXPRESS	FEB17/2318		02/02/2017	14.79
	2710	NATIONAL BANK OF ARIZONA	2318/VIVA LOS CORRALES	FEB17/2318		02/02/2017	31.52
							78.70 *
Total FIRE							1,885.86
10-55-611	GENERAL FUND - PARKS & RECREATION - ROUND VALLEY ROUND UP						
	1285	CORRIENTE SADDLE AND BUCK	SADDLES - RV ROUND UP	FEB17	27813	02/06/2017	3,160.00
	2710	NATIONAL BANK OF ARIZONA	0511/NFR TICKETS	FEB17/0511	27761	02/02/2017	765.00
	4200	WESTERN SPORTS PUBLISHING	ROUND VALLEY ROUND UP AD	INV505		02/10/2017	290.00

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							4,215.00 *
Total PARKS & RECREATION							4,215.00
10-58-290	GENERAL FUND - FACILITIES - PRISON LABOR CHARGES						
680	AZ DEPT OF CORRECTIONS	INTER/AGREE INMATE-MILEAGE	WEAG0117			02/09/2017	35.38
690	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	05103170202			02/03/2017	35.25
690	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	05103170216			02/17/2017	90.00
							160.63 *
10-58-310	GENERAL FUND - FACILITIES - OFFICE SUPPLIES						
2710	NATIONAL BANK OF ARIZONA	0917/AMAZON TONER	FEB17/0917	27783		02/02/2017	23.39
2710	NATIONAL BANK OF ARIZONA	0917/AMAZONE CLASP ENVELOPI	FEB17/0917			02/02/2017	1.53
							24.92 *
10-58-320	GENERAL FUND - FACILITIES - CLEANING & SANITARY SUPPLIES						
1450	E & E SERVICES, INC.	JUMBO 9" 2PLY 12RLS/CASE	A188288			01/31/2017	19.71
1450	E & E SERVICES, INC.	JUMBO 9" 2PLY 12RLS/CASE	A188288			01/31/2017	19.70
1450	E & E SERVICES, INC.	JUMBO 9" 2PLY 12RLS/CASE	A188288			01/31/2017	19.70
1450	E & E SERVICES, INC.	JUMBO 9" 2PLY 12RLS/CASE	A188288			01/31/2017	19.71
1450	E & E SERVICES, INC.	TOWELS	A188379	27814		02/07/2017	33.91
1450	E & E SERVICES, INC.	TOWELS	A188379	27814		02/07/2017	33.91
1450	E & E SERVICES, INC.	TOWELS	A188379	27814		02/07/2017	45.50
2710	NATIONAL BANK OF ARIZONA	2714/DOLLAR GENERAL CLEANIN	FEB17/2714			02/02/2017	12.28
2710	NATIONAL BANK OF ARIZONA	2714/DOLLAR GENERAL CLEANIN	FEB17/2714			02/02/2017	4.09
2710	NATIONAL BANK OF ARIZONA	2714/DOLLAR GENERAL CLEANIN	FEB17/2714			02/02/2017	4.09
2710	NATIONAL BANK OF ARIZONA	2714/DOLLAR GENERAL CLEANIN	FEB17/2714			02/02/2017	4.09
							216.69 *
10-58-350	GENERAL FUND - FACILITIES - SMALL TOOLS AND EQUIPMENT						
1360	DAVIS TRUE VALUE HDWRE, INC	SUPPLIES	43151			01/11/2017	11.99
2710	NATIONAL BANK OF ARIZONA	0511/JANILINK CARPET WAND	FEB17/0511	27769		02/02/2017	218.12
							230.11 *
10-58-355	GENERAL FUND - FACILITIES - SAFETY EQUIPMENT						
2710	NATIONAL BANK OF ARIZONA	0917/AMAZONE BATTERIES	FEB17/0917			02/02/2017	4.31
2710	NATIONAL BANK OF ARIZONA	0917/BASHAS WATER	FEB17/0917			02/02/2017	22.43
4110	VALLEY AUTO PARTS	GLOVES	762			01/11/2017	8.50
							35.24 *
10-58-360	GENERAL FUND - FACILITIES - BUILDING REPAIR MATERIAL & SUP						
2440	LIBERTY FENCE & SUPPLY LLC	GATE	L-17-0033	27793		02/15/2017	1,697.00
10-58-505	GENERAL FUND - FACILITIES - ELECTRICITY						
2770	NAVOPACHE ELEC COOP, INC	TRUCK SHOP #2	B17/2440705			02/09/2017	1,200.82
2770	NAVOPACHE ELEC COOP, INC	TRUCK LINE	B17/2440905			02/09/2017	837.33
2770	NAVOPACHE ELEC COOP, INC	1ST AVE NE 1/4	B17/2492805			02/09/2017	291.71
2770	NAVOPACHE ELEC COOP, INC	EAGAR FIR DPT #2	B17/2492905			02/09/2017	475.82
2770	NAVOPACHE ELEC COOP, INC	241 E 2ND AVE - RENTAL	B17/2493311			02/09/2017	34.45
2770	NAVOPACHE ELEC COOP, INC	STREET LIGHTS	B17/2524205			02/09/2017	24.37
2770	NAVOPACHE ELEC COOP, INC	STREET LIGHT U2	B17/2525205			02/09/2017	24.37
2770	NAVOPACHE ELEC COOP, INC	RV BALL PARK	B17/2551305			02/09/2017	210.83
2770	NAVOPACHE ELEC COOP, INC	EAGAR TRAFFIC LIGHT	B17/2633905			02/09/2017	94.84
2770	NAVOPACHE ELEC COOP, INC	3-175 W MV STREET LTS	B17/2641405			02/09/2017	43.72
2770	NAVOPACHE ELEC COOP, INC	578 N MAIN ST	B17/2654606			02/09/2017	412.51
2770	NAVOPACHE ELEC COOP, INC	578 N MAIN ST	B17/2654606			02/09/2017	412.51
2770	NAVOPACHE ELEC COOP, INC	STREET LIGHTS	B17/2675205			02/09/2017	1,157.34
2770	NAVOPACHE ELEC COOP, INC	RVPD, EAGAR PUBLIC WORKS	B17/2681605			02/09/2017	64.03
2770	NAVOPACHE ELEC COOP, INC	174 S MAIN	B17/4124705			02/09/2017	1,733.52
2770	NAVOPACHE ELEC COOP, INC	6TH AVE AND MAIN	B17/6487100			02/09/2017	6.58
2770	NAVOPACHE ELEC COOP, INC	181 N EAGAR ST	B17/6496200			02/09/2017	67.18
2770	NAVOPACHE ELEC COOP, INC	247 E 2ND AVE	B17/6726400			02/09/2017	300.60

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	2770	NAVOPACHE ELEC COOP, INC	246 E 2ND AVE/RACKETTBALL CC	B177111000		02/09/2017	111.91
	2770	NAVOPACHE ELEC COOP, INC	194 N MAIN/GAZEBO CENTNL PR	B177569700		02/09/2017	60.27
							7,564.71 *
10-58-510	GENERAL FUND - FACILITIES - TELEPHONE						
	1740	FRONTIER	333-1068/TOWN HALL	208-099-0069		02/15/2017	1,278.16
	1740	FRONTIER	333-2502/YARD	208-099-0069		02/15/2017	268.88
	1740	FRONTIER	333-4363/FIRE DPT	208-099-0069		02/15/2017	293.99
	1740	FRONTIER	PW ETHERNET	FEB17/4000		02/07/2017	194.00
	1740	FRONTIER	TOWN HALL ETHERNET	FEB17/4000		02/07/2017	194.00
	1740	FRONTIER	333-4000/DISPATCH - ETHERNET	FEB17/4000		02/07/2017	470.04
	1750	FRONTIER - LONG DISTANCE	LONG DISTANCE/POLICE DEPT	4766305		02/10/2017	19.24
							2,718.11 *
10-58-515	GENERAL FUND - FACILITIES - HEATING FUEL						
	2010	HIGH COUNTRY PROPANE INC	PROPANE - POLICE DEPT/TOWN	15750		01/25/2017	1,291.33
	2010	HIGH COUNTRY PROPANE INC	PROPANE - FIRE DEPT	15831		01/30/2017	605.88
	2010	HIGH COUNTRY PROPANE INC	PROPANE - PUBLIC WORKS	15869		01/31/2017	469.14
	2010	HIGH COUNTRY PROPANE INC	PROPANE - RACQUETBALL COUF	512070		02/03/2017	569.96
							2,936.31 *
10-58-573	GENERAL FUND - FACILITIES - TRASH/DEBRIS DISPOSAL						
	950	BLUE HILLS ENVIRONMENTAL A	GARBAGE/REC CENTER	9208242		02/01/2017	57.28
	950	BLUE HILLS ENVIRONMENTAL A	GARBAGE/RAMSEY PARK	9208242		02/01/2017	113.46
	950	BLUE HILLS ENVIRONMENTAL A	GARBAGE/SEWER PONDS	9208242		02/01/2017	57.28
	950	BLUE HILLS ENVIRONMENTAL A	GARBAGE/MAINT. YARD	9208242		02/01/2017	76.91
	950	BLUE HILLS ENVIRONMENTAL A	GARBAGE/RAMSEY PARK	9208242		02/01/2017	42.55
	950	BLUE HILLS ENVIRONMENTAL A	GARBAGE/TOWN HALL - POLICE I	9208242		02/01/2017	42.55
							390.03 *
Total FACILITIES							15,973.75
10-59-290	GENERAL FUND - FLEET MAINTENANCE - PRISON LABOR CHARGES						
	680	AZ DEPT OF CORRECTIONS	INTER/AGREE INMATE-MILEAGE	WEAG0117		02/09/2017	11.79
	690	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	35103170202		02/03/2017	11.75
	690	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	35103170216		02/17/2017	30.00
							53.54 *
10-59-300	GENERAL FUND - FLEET MAINTENANCE - CLOTHING ALLOWANCE						
	2580	MISSION LINEN SUPPLY	LINEN SERVICE	504190189		01/27/2017	23.97
	2580	MISSION LINEN SUPPLY	LINEN SERVICE	504253649		02/03/2017	21.84
	2580	MISSION LINEN SUPPLY	LINEN SERVICE	504294269		02/10/2017	21.84
	2580	MISSION LINEN SUPPLY	LINEN SERVICE	504343669		02/17/2017	21.84
							89.49 *
10-59-305	GENERAL FUND - FLEET MAINTENANCE - SHOP SUPPLIES						
	2580	MISSION LINEN SUPPLY	LINEN SERVICE	504253649		02/03/2017	9.20
	2580	MISSION LINEN SUPPLY	LINEN SERVICE	504294269		02/10/2017	9.20
	2580	MISSION LINEN SUPPLY	LINEN SERVICE	504343669		02/17/2017	9.20
							27.60 *
10-59-330	GENERAL FUND - FLEET MAINTENANCE - TRUCK & AUTO SUPPLIES						
	1110	CARQUEST OF SPRINGERVILLE	SPACER	643521		01/04/2017	20.17
	1110	CARQUEST OF SPRINGERVILLE	INDICATOR	643638		01/06/2017	66.87
	1110	CARQUEST OF SPRINGERVILLE	WINDOW MOTOR	643956		01/12/2017	97.46
	1110	CARQUEST OF SPRINGERVILLE	24 EXACT FIT	644313		01/18/2017	12.10
	1110	CARQUEST OF SPRINGERVILLE	DIESEL FUEL SUPPLEMENT	644680		01/26/2017	53.58
	3470	SHOW LOW FORD INC	ELECTRONIC/HYDRAULIC MODUL	6028111	27779	01/31/2017	91.39
	4110	VALLEY AUTO PARTS	HL RESTORATION	464		01/03/2017	11.54
	4110	VALLEY AUTO PARTS	FUEL CAP	519		01/04/2017	6.12

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							359.23 *
10-59-335	GENERAL FUND - FLEET MAINTENANCE - Truck & Auto Tires						
	4450	YOUNG'S FUTURE TIRE, INC.	TIRES	T67998	27799	02/01/2017	418.78
10-59-336	GENERAL FUND - FLEET MAINTENANCE - WINDSHIELDS						
	1070	CAL-GLASS	WINDOW REPAIR/01 DODGE	DW1176GBN	27766	01/14/2017	90.00
	1070	CAL-GLASS	WINDOW REPAIR/01 DODGE	DW1176GBN	27766	01/14/2017	90.00
	1070	CAL-GLASS	WINDOW REPLACEMENT	DW1508GBN	27757	01/10/2017	180.00
							360.00 *
10-59-337	GENERAL FUND - FLEET MAINTENANCE - MACHINERY/EQUIP SUPPLIES						
	1110	CARQUEST OF SPRINGERVILLE	HYD/TRANSMISSION	643555		01/05/2017	10.35
	1110	CARQUEST OF SPRINGERVILLE	FILTER	643556		01/05/2017	1.29
	1560	EMPIRE SOUTHWEST	RETURN	MPC0543796		02/01/2017	8.01 -
	1560	EMPIRE SOUTHWEST	RETURN	MPC0543796		02/01/2017	8.02 -
	1560	EMPIRE SOUTHWEST	HYDRAULIC TANK AND SEAL KIT	MPS4040234	27792	01/25/2017	15.08
	1560	EMPIRE SOUTHWEST	HYDRAULIC TANK AND SEAL KIT	MPS4040234	27792	01/25/2017	15.07
	1560	EMPIRE SOUTHWEST	HYDRAULIC TANK AND SEAL KIT	MPS4042008	27792	01/27/2017	440.56
	1560	EMPIRE SOUTHWEST	HYDRAULIC TANK AND SEAL KIT	MPS4042008	27792	01/27/2017	440.56
	1560	EMPIRE SOUTHWEST	LATCH	MPS4044958		02/01/2017	13.68
	1560	EMPIRE SOUTHWEST	LATCH	MPS4044958		02/01/2017	13.68
	2160	INTERSTATE BATTERIES	BATTERIES	40089672	27798	01/26/2017	251.00
	4110	VALLEY AUTO PARTS	ROD HYDRO 50LB	1027	27778	01/17/2017	157.64
	4110	VALLEY AUTO PARTS	3/8 WELD HOOK	1265		01/23/2017	27.10
	4110	VALLEY AUTO PARTS	URTH BLK	1273		01/24/2017	24.22
							1,394.20 *
10-59-340	GENERAL FUND - FLEET MAINTENANCE - GF GAS						
	4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685		01/31/2017	63.87
	4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685		01/31/2017	1,566.13
	4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685		01/31/2017	468.64
							2,098.64 *
10-59-342	GENERAL FUND - FLEET MAINTENANCE - OIL & LIBRICANTS						
	1110	CARQUEST OF SPRINGERVILLE	OIL	643419		01/03/2017	35.97
	1110	CARQUEST OF SPRINGERVILLE	CQ OIL ABSORBENT	643431		01/03/2017	41.41
							77.38 *
10-59-345	GENERAL FUND - FLEET MAINTENANCE - PW FUEL						
	970	BRADCO	MISC FUEL PURCHASE	57519		02/02/2017	883.06
	970	BRADCO	MISC FUEL PURCHASE	57519		02/02/2017	441.54
	970	BRADCO	MISC FUEL PURCHASE	57519		02/02/2017	441.54
	4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685		01/31/2017	614.59
	4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685		01/31/2017	693.87
	4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685		01/31/2017	326.66
	4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685		01/31/2017	317.68
							3,718.94 *
10-59-350	GENERAL FUND - FLEET MAINTENANCE - SMALL TOOLS AND EQUIPMENT						
	1110	CARQUEST OF SPRINGERVILLE	FILTER	643421		01/03/2017	8.10
	1110	CARQUEST OF SPRINGERVILLE	AUTO PARTS	643474		01/04/2017	72.09
	1110	CARQUEST OF SPRINGERVILLE	CHLORINATED BRK CLEANER	643519		01/04/2017	29.98
	1110	CARQUEST OF SPRINGERVILLE	3/16 X 8 POLY ARM	643560		01/05/2017	5.44
	1110	CARQUEST OF SPRINGERVILLE	AC SERV CAPS	643898		01/11/2017	2.15
	1110	CARQUEST OF SPRINGERVILLE	BITS	644607		01/25/2017	22.62
	1110	CARQUEST OF SPRINGERVILLE	CQ OIL ABSORBENT	644613		01/25/2017	21.24
	1110	CARQUEST OF SPRINGERVILLE	NUTS BOLTS SCREWS FASTNER	644627		01/25/2017	13.36
	1110	CARQUEST OF SPRINGERVILLE	FILTERS	644681		01/26/2017	14.40
	1110	CARQUEST OF SPRINGERVILLE	MAX AAA 8PK	644860		01/30/2017	9.48
	1280	COPPER STATE BOLT & NUT CC	MISC PARTS	IO1895620		01/30/2017	71.49
	4110	VALLEY AUTO PARTS	10FT ENDLESS SLG	1264		01/23/2017	60.98
	4110	VALLEY AUTO PARTS	10FT ENDLESS SLG	1272		01/24/2017	60.98
	4110	VALLEY AUTO PARTS	OIL BOOSTER	445		01/03/2017	55.82

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	4110	VALLEY AUTO PARTS	SILVER STREAK REFILL	446		01/03/2017	13.22
	4110	VALLEY AUTO PARTS	3/4 SHACKLE	722		01/10/2017	25.31
	4110	VALLEY AUTO PARTS	PARTS	809		01/12/2017	61.47
							548.13 *
10-59-555	GENERAL FUND - FLEET MAINTENANCE - VEHICLE & EQUIPMENT MAINTENANC						
	1110	CARQUEST OF SPRINGVILLE	MITCHELL REPAIR	MIT456		01/31/2017	24.99
	1110	CARQUEST OF SPRINGVILLE	MITCHELL REPAIR	MIT456		01/31/2017	24.99
	1110	CARQUEST OF SPRINGVILLE	MITCHELL REPAIR	MIT456		01/31/2017	25.00
	1110	CARQUEST OF SPRINGVILLE	MITCHELL REPAIR	MIT456		01/31/2017	24.99
	1110	CARQUEST OF SPRINGVILLE	MITCHELL REPAIR	MIT456		01/31/2017	24.99
	1110	CARQUEST OF SPRINGVILLE	MITCHELL REPAIR	MIT456		01/31/2017	24.99
							149.95 *
Total FLEET MAINTENANCE							9,295.88
Total GENERAL FUND							45,310.29
30-60-290	HIGHWAY USERS REVENUE FUND - HURF - PRISON LABOR CHARGES						
	680	AZ DEPT OF CORRECTIONS	INTER/AGREE INMATE-MILEAGE	WEAG0117		02/09/2017	58.97
	690	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	35103170202		02/03/2017	58.75
	690	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	35103170216		02/17/2017	150.00
							267.72 *
30-60-300	HIGHWAY USERS REVENUE FUND - HURF - CLOTHING ALLOWANCE						
	4370	WILTBANK, BRIAN	REIMBURSE - JACKET	FEB17		02/07/2017	52.96
30-60-310	HIGHWAY USERS REVENUE FUND - HURF - OFFICE SUPPLIES						
	1250	CONQUEST TECHNOLOGY GRO	BATTERY BACKUP	TICKET 3556		02/22/2017	8.26
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZON TONER	FEB17/0917	27783	02/02/2017	96.20
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZONE CLASP ENVELOPI	FEB17/0917		02/02/2017	6.34
							110.80 *
30-60-355	HIGHWAY USERS REVENUE FUND - HURF - SAFETY EQUIPMENT						
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZONE BATTERIES	FEB17/0917		02/02/2017	17.72
	4110	VALLEY AUTO PARTS	GLOVES	762		01/11/2017	34.98
							52.70 *
30-60-370	HIGHWAY USERS REVENUE FUND - HURF - ROAD MATRL-SUPPLIES PAVING						
	1960	HATCH CONST. & PAVING, INC.	HATCH PATCH	20253	27829	02/15/2017	1,643.55
30-60-375	HIGHWAY USERS REVENUE FUND - HURF - STREET SIGNS & STRIPING						
	2790	NEWMAN SIGNS INC	SIGNS	TI-0306583	27781	02/03/2017	817.39
	4460	ZUMAR INDUSTRIES, INC	SIGNS	0029960	27806	02/03/2017	157.25
							974.64 *
30-60-525	HIGHWAY USERS REVENUE FUND - HURF - POSTAGE, FREIGHT & FEES						
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	40.32
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	.40
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	.47
							41.19 *
30-60-526	HIGHWAY USERS REVENUE FUND - HURF - BANKING FEES						
	2710	NATIONAL BANK OF ARIZONA	2813/PAYPALL	FEB17/2813		02/02/2017	1.80
30-60-570	HIGHWAY USERS REVENUE FUND - HURF - PROFESSIONAL & TECHNICAL SRV						
	630	AZ 811 BLUE STAKE	ANNUAL ASSESSMENT	2017-AA0204		01/01/2017	74.88
	1210	CMI ENGINEERING	ENGINEERING - SCHOOL BUS	2017-003	27795	01/25/2017	3,155.62
	1210	CMI ENGINEERING	ENGINEERING - ALTA VISTA	2017-003	27795	01/25/2017	3,155.63
	2880	OCCUPATIONAL SAFETY SERV	DRUG TESTING	9191		02/15/2017	58.00
	2880	OCCUPATIONAL SAFETY SERV	1 DOT POOL/ANNUEL FEES	9191		02/15/2017	100.00

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
							6,544.13 *
30-60-572	HIGHWAY USERS REVENUE FUND - HURF - COMPUTER SUPPORT						
	1140	CASELLE, INC	COMPUTER SUPPORT	78278		02/01/2017	573.23
	1250	CONQUEST TECHNOLOGY GRO	MONTHLY SERVICE AGREEMENT	2237		02/22/2017	659.76
							1,232.99 *
Total HURF							10,922.48
Total HIGHWAY USERS REVENUE FUND							10,922.48
35-67-570	GRANTS FUND - GILA RIVER INDIAN COMMUNITY - PROFESSIONAL & TECHNICAL SRV						
	4230	WHITE MOUNTAIN PUBLISHING-	SCBA BID AD	97618101	27780	01/14/2017	46.88
	4230	WHITE MOUNTAIN PUBLISHING-	SCBA BID AD	97630601	27780	01/14/2017	100.80
							147.68 *
Total GILA RIVER INDIAN COMMUNITY							147.68
35-73-570	GRANTS FUND - WIFA GRANT - TANK REHAB - PROFESSIONAL & TECHNICAL SERVI						
	2775	NCS ENGINEERS	12th ST WATER TANK REHAB	0630/ 0630-1	27823	01/27/2017	8,154.60
	2775	NCS ENGINEERS	12th ST WATER TANK REHAB	0630-1	27823	02/16/2017	8,154.60 - PR
	2775	NCS ENGINEERS	12th ST WATER TANK REHAB	0630-1	27823	01/27/2017	8,154.60 PR
							8,154.60 *
Total WIFA GRANT - TANK REHAB							8,154.60
Total GRANTS FUND							8,302.28
50-81-310	UTILITY ENTERPRISE FUND - WATER - OFFICE SUPPLIES						
	1250	CONQUEST TECHNOLOGY GRO	BATTERY BACKUP	TICKET 3556		02/22/2017	33.02
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZON TONER	FEB17/0917	27783	02/02/2017	70.20
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZONE CLASP ENVELOPI	FEB17/0917		02/02/2017	4.63
							107.85 *
50-81-345	UTILITY ENTERPRISE FUND - WATER - SYSTEM PARTS						
	1180	CENTRAL ARIZONA SUPPLY	WATER PARTS FOR STOCK	3564525-00	27802	02/02/2017	186.14
	1180	CENTRAL ARIZONA SUPPLY	WATER PARTS FOR STOCK	3564525-01	27802	02/09/2017	497.86
	2310	KEPNER	FIRE HYDRANTS & FITTINGS	9801504-00	27752	01/31/2017	6,640.23
	2310	KEPNER	WATER PARTS FOR STOCK	9801923-00	27803	01/31/2017	1,107.76
	2310	KEPNER	WATER BOXES FOR STOCK	9801933-00	27804	01/31/2017	525.45
							8,957.44 *
50-81-350	UTILITY ENTERPRISE FUND - WATER - SMALL TOOLS & HARDWARE						
	2710	NATIONAL BANK OF ARIZONA	0917/CONSOLIDATED	FEB17/0917		02/02/2017	65.23
50-81-355	UTILITY ENTERPRISE FUND - WATER - SAFETY EQUIPMENT						
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZONE BATTERIES	FEB17/0917		02/02/2017	12.92
	2710	NATIONAL BANK OF ARIZONA	0917/ZORRO GAS MASK	FEB17/0917	27791	02/02/2017	147.45
	4110	VALLEY AUTO PARTS	GLOVES	762		01/11/2017	25.53
							185.90 *
50-81-505	UTILITY ENTERPRISE FUND - WATER - ELECTRICITY						
	2770	NAVOPACHE ELEC COOP, INC	FLAT TOP-BOOSTER PUMP	B17/2440505		02/09/2017	157.70
	2770	NAVOPACHE ELEC COOP, INC	HALL WELL	B17/2459205		02/09/2017	442.71
	2770	NAVOPACHE ELEC COOP, INC	RAMSEY PARK WELL	B17/2493205		02/09/2017	47.23

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	
	2770	NAVOPACHE ELEC COOP, INC	TRANSFER STAT WELL	B17/2678105		02/09/2017	108.18	
	2770	NAVOPACHE ELEC COOP, INC	148 N OLD GRISTMILL	B17/2678508		02/09/2017	1,294.06	
	2770	NAVOPACHE ELEC COOP, INC	RIVER RD #1	B17/2680305		02/09/2017	47.12	
	2770	NAVOPACHE ELEC COOP, INC	695 W 4TH ST	B17/3669005		02/09/2017	1,106.54	
	2770	NAVOPACHE ELEC COOP, INC	808 JUNIPER ST	B17/3941605		02/09/2017	402.45	
	2770	NAVOPACHE ELEC COOP, INC	525 #3 MARICOPA	B17/6788701		02/09/2017	558.45	
	2770	NAVOPACHE ELEC COOP, INC	WELL SAFARI & SCH BUS R	B17/6788800		02/09/2017	32.93	
							4,197.37	*
50-81-511	UTILITY ENTERPRISE FUND - WATER - CELL PHONES							
	4120	VERIZON WIRELESS	ON CALL CELL PHONE	9780310825		02/12/2017	15.54	
50-81-525	UTILITY ENTERPRISE FUND - WATER - POSTAGE, FREIGHT & FEES							
	2710	NATIONAL BANK OF ARIZONA	0917/USPS	FEB17/0917		02/02/2017	6.94	
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	268.80	
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	3.11	
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	2.67	
							281.52	*
50-81-526	UTILITY ENTERPRISE FUND - WATER - BANKING FEES							
	2710	NATIONAL BANK OF ARIZONA	2813/PAYPALL	FEB17/2813		02/02/2017	12.00	
50-81-570	UTILITY ENTERPRISE FUND - WATER - PROFESSIONAL & TECHNICAL SRV							
	630	AZ 811 BLUE STAKE	ANNUAL ASSESSMENT	2017-AA0204		01/01/2017	74.89	
	2775	NCS ENGINEERS	12st ST WATER TANK REHAB	0630/ 0630-1	27823	01/27/2017	12,294.60	
	2775	NCS ENGINEERS	12st ST WATER TANK REHAB	0630-1	27823	01/27/2017	12,294.50	PR
	2775	NCS ENGINEERS	12st ST WATER TANK REHAB	0630-1	27823	02/16/2017	12,294.50	PR
	4270	WHITE, DOUG	REIMBURSE CDL PHYSICAL	FEB17		02/06/2017	100.00	
							12,469.49	*
50-81-571	UTILITY ENTERPRISE FUND - WATER - WATER ADJ ATTNY FEES							
	990	BROWN & BROWN LAW OFFICE	ADJUDICATION	DJ-LCR-1076		02/07/2017	1,720.01	
50-81-572	UTILITY ENTERPRISE FUND - WATER - COMPUTER SUPPORT							
	1140	CASELLE, INC	COMPUTER SUPPORT	78278		02/01/2017	303.45	
	1250	CONQUEST TECHNOLOGY GRO	MONTHLY SERVICE AGREEMENT	2237		02/22/2017	349.26	
							652.71	*
50-81-585	UTILITY ENTERPRISE FUND - WATER - TRAINING & TRAVEL							
	4420	WRIGHT EXPRESS FLEET SERV	FUEL ACCT#0403-00-652563-8	48465685		01/31/2017	29.91	
Total WATER							28,694.97	
50-82-290	UTILITY ENTERPRISE FUND - WASTEWATER - PRISON LABOR CHARGES							
	680	AZ DEPT OF CORRECTIONS	INTER/AGREE INMATE-MILEAGE	WEAG0117		02/09/2017	11.79	
	690	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	05103170202		02/03/2017	11.75	
	690	AZ DEPT OF CORRECTIONS	INTERGOVEN/AGGREE INMATE L	05103170216		02/17/2017	30.00	
							53.54	*
50-82-310	UTILITY ENTERPRISE FUND - WASTEWATER - OFFICE SUPPLIES							
	1250	CONQUEST TECHNOLOGY GRO	BATTERY BACKUP	TICKET 3556		02/22/2017	33.03	
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZONE CLASP ENVELOP	FEB17/0917		02/02/2017	4.63	
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZON TONER	FEB17/0917	27783	02/02/2017	70.20	
							107.86	*
50-82-330	UTILITY ENTERPRISE FUND - WASTEWATER - SEWER TREATMENT SUPPLIES							
	2290	KENDALL ACQUISITIONS LLC	NATURAL POWER PAIL	10912	27794	01/30/2017	496.00	
	2290	KENDALL ACQUISITIONS LLC	NATURAL POWER PAIL	10912	27794	01/30/2017	496.00	
							992.00	*
50-82-331	UTILITY ENTERPRISE FUND - WASTEWATER - SEWER TRANSMISSION LINE							
	3910	TOWN OF SPRINGVILLE	SEWER TRANSMISSION LINE	117/40424200		02/01/2017	153.89	
	3910	TOWN OF SPRINGVILLE	SEWER TRANSMISSION LINE	117/40424400		02/01/2017	162.42	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
	3910	TOWN OF SPRINGVILLE	SEWER TRANSMISSION LINE	117/40424600		02/01/2017	130.99
	3910	TOWN OF SPRINGVILLE	SEWER TRANSMISSION LINE	117/40424800		02/01/2017	50.17
	3910	TOWN OF SPRINGVILLE	SEWER TRANSMISSION LINE	117/40425200		02/01/2017	141.32
							638.79 *
50-82-345	UTILITY ENTERPRISE FUND - WASTEWATER - SYSTEM PARTS						
	1990	HD SUPPLY WATERWORKS. LTI	SEWER PARTS FOR STOCK	G754168	27811	02/13/2017	1,221.06
	1990	HD SUPPLY WATERWORKS. LTI	SEWER PARTS FOR STOCK	G761727	27811	02/15/2017	10,608.56
	2310	KEPNER	SEWER PARTS FOR STOCK	9801923-00	27803	01/31/2017	205.27
	3210	QUALITY READYMIX INC	CONCRETE	9434920542	27784	01/31/2017	437.03
	3210	QUALITY READYMIX INC	CONCRETE	9434935112	27805	02/02/2017	491.86
							12,963.78 *
50-82-355	UTILITY ENTERPRISE FUND - WASTEWATER - SAFETY EQUIPMENT						
	2710	NATIONAL BANK OF ARIZONA	0917/AMAZONE BATTERIES	FEB17/0917		02/02/2017	12.92
	4110	VALLEY AUTO PARTS	GLOVES	762		01/11/2017	25.53
							38.45 *
50-82-505	UTILITY ENTERPRISE FUND - WASTEWATER - ELECTRICITY						
	2770	NAVOPACHE ELEC COOP, INC	EAGAR SEWER FARM PUMP	B17/2375905		02/09/2017	254.44
	2770	NAVOPACHE ELEC COOP, INC	255 W MAIN - EAGAR SEWER FAF	B17/2377005		02/09/2017	52.82
							307.26 *
50-82-511	UTILITY ENTERPRISE FUND - WASTEWATER - CELL PHONES						
	4120	VERIZON WIRELESS	ON CALL CELL PHONE	9780310825		02/12/2017	15.53
50-82-525	UTILITY ENTERPRISE FUND - WASTEWATER - POSTAGE, FREIGHT & FEES						
	2710	NATIONAL BANK OF ARIZONA	0917/USPS	FEB17/0917		02/02/2017	7.29
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	3.11
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	2.67
	2710	NATIONAL BANK OF ARIZONA	2615/USPS	FEB17/2615		02/02/2017	268.80
							281.87 *
50-82-526	UTILITY ENTERPRISE FUND - WASTEWATER - BANKING FEES						
	2710	NATIONAL BANK OF ARIZONA	2813/PAYPALL	FEB17/2813		02/02/2017	12.00
50-82-570	UTILITY ENTERPRISE FUND - WASTEWATER - PROFESSIONAL & TECHNICAL SRV						
	370	APACHE COUNTY HEALTH DEP1	IMMUNIZATIONS/PUBLIC WORKS	TOE13117	27797	01/31/2017	347.19
	370	APACHE COUNTY HEALTH DEP1	IMMUNIZATIONS/PUBLIC WORKS	TOE20717	27797	02/07/2017	56.96
	630	AZ 811 BLUE STAKE	ANNUAL ASSESSMENT	2017-AA0204		01/01/2017	74.88
	3790	TETRA TECH, INC.	ENGINEERING/S. BURK ST SEWE	51139359	27165	01/18/2017	110.74
	3790	TETRA TECH, INC.	ENGINEERING/W 4th ST SEWER	51139359	27165	01/18/2017	110.76
	3790	TETRA TECH, INC.	HARLESS ST SEWER	51139361	27703	01/18/2017	1,973.05
							2,673.58 *
50-82-572	UTILITY ENTERPRISE FUND - WASTEWATER - COMPUTER SUPPORT						
	1140	CASELLE, INC	COMPUTER SUPPORT	78278		02/01/2017	292.17
	1250	CONQUEST TECHNOLOGY GRO	MONTHLY SERVICE AGREEMENT	2237		02/22/2017	336.28
							628.45 *
Total WASTEWATER							18,713.11
Total UTILITY ENTERPRISE FUND							47,408.08
Grand Total:							111,943.13

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount
Dated: _____							
Mayor: _____							
City Council: _____							

City Recorder: _____							
City Treasurer: _____							

TOWN OF EAGAR
REVENUE/EXPENDITURE SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2017

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	JNEARN/EXPENSE	PCNT
<u>REVENUE</u>					
TAXES	113,855.08	815,948.21	1,326,620.00	510,671.79	61.5
INTERGOVERNMENTAL REVENUE	74,087.75	682,483.53	985,310.00	302,826.47	69.3
RENTS/ROYALTIES	2,976.00	24,361.39	41,835.00	17,473.61	58.2
CHARGE FOR SERVICE	8,195.00	16,190.00	16,230.00	40.00	99.8
RECREATION/EVENTS	247.00	2,046.00	17,000.00	14,954.00	12.0
FEES & PERMITS	4,327.07	54,231.19	82,458.00	28,226.81	65.8
FINES & FORFEITURES	1,340.51	10,157.13	21,650.00	11,492.87	46.9
DONATIONS	5,182.81	16,269.57	16,675.00	405.43	97.6
MISC. REVENUE	112.00	280,117.33	6,969.00	(273,148.33)	1019.5
TOTAL FUND REVENUE	210,323.22	1,901,804.35	2,514,747.00	612,942.65	75.6
<u>EXPENDITURES</u>					
MAYOR & COUNCIL	1,721.88	18,922.15	30,434.00	11,511.85	62.2
GENERAL GOVERNMENT	6,005.18	121,685.67	252,212.00	130,526.33	48.3
MAGISTRATE	3,403.29	30,462.68	52,785.00	22,322.32	57.7
TOWN MANAGER	4,506.54	40,748.08	53,461.00	12,712.92	76.2
TOWN CLERK	4,981.15	52,898.89	83,283.00	30,384.11	63.5
COMMUNITY DEVELOPMENT	7,112.96	72,646.15	113,170.00	40,523.85	64.2
FINANCE	6,605.11	62,202.62	93,885.00	31,682.38	66.3
POLICE	66,850.93	614,883.74	884,851.00	269,967.26	69.5
FIRE	25,433.24	223,281.08	338,131.00	114,849.92	66.0
FIRE CONTINUED/WILDLAND	472.02	42,143.29	71,260.00	29,116.71	59.1
POLICE CONT/ANIMAL CONTRO	4,405.42	38,042.88	61,091.00	23,048.12	62.3
PARKS & RECREATION	7,346.38	23,186.30	56,192.00	33,005.70	41.3
FACILITIES	24,322.90	267,903.49	290,084.00	22,180.51	92.4
FLEET MAINTENANCE	14,628.12	73,262.55	80,414.00	7,151.45	91.1
TOTAL FUND EXPENDITURES	177,795.12	1,682,269.57	2,461,253.00	778,983.43	68.4
NET REVENUE OVER EXPENDITURES	32,528.10	219,534.78	53,494.00	(166,040.78)	410.4

TOWN OF EAGAR
REVENUE/EXPENDITURE SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2017

HIGHWAY USERS REVENUE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>JNEARN/EXPENSE</u>	<u>PCNT</u>
<u>REVENUE</u>					
INTERGOVERNMENTAL REVENUE	116,725.83	594,750.51	974,120.00	379,369.49	61.1
MISCELLANEOUS REVENUE	.00	94,425.42	6,060.00	(88,365.42)	1558.2
TOTAL FUND REVENUE	<u>116,725.83</u>	<u>689,175.93</u>	<u>980,180.00</u>	<u>291,004.07</u>	<u>70.3</u>
<u>EXPENDITURES</u>					
FACILITIES	.00	41,962.58	98,800.00	56,837.42	42.5
FLEET MAINTENANCE	.00	45,543.81	86,311.00	40,767.19	52.8
HURF	40,929.31	535,073.41	827,501.00	292,427.59	64.7
TOTAL FUND EXPENDITURES	<u>40,929.31</u>	<u>622,579.80</u>	<u>1,012,612.00</u>	<u>390,032.20</u>	<u>61.5</u>
NET REVENUE OVER EXPENDITURES	<u>75,796.52</u>	<u>66,596.13</u>	<u>(32,432.00)</u>	<u>(99,028.13)</u>	<u>205.3</u>

TOWN OF EAGAR
REVENUE/EXPENDITURE SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2017

GRANTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	JNEARN/EXPEND	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL REVENUE	29,599.51	97,966.81	1,000,000.00	902,033.19	9.8
TOTAL FUND REVENUE	29,599.51	97,966.81	1,000,000.00	902,033.19	9.8
<u>EXPENDITURES</u>					
FLATTOP TRAILHEAD PARKING	.00	1,037.23	.00 (	1,037.23)	.0
ALTA VISTA DRAINAGE	.00	6,985.00	.00 (	6,985.00)	.0
SCH BUS SOUTHWEST DRAINAGE	24.21	4,370.82	.00 (	4,370.82)	.0
RURAL BUSINESS DEVELOPMENT GR/	.00	42,507.83	.00 (	42,507.83)	.0
GOHS 2016-PT-084	.00	1,468.21	.00 (	1,468.21)	.0
GOHS 2017-PT-015	209.67	579.64	.00 (	579.64)	.0
GILA RIVER INDIAN COMMUNITY	147.68	147.68	.00 (	147.68)	.0
GOHS 2017-405D-007	819.11	1,266.04	.00 (	1,266.04)	.0
AZDOHS - RADIO'S	.00	15,000.00	.00 (	15,000.00)	.0
WIFA GRANT - TANK REHAB	8,154.60	8,154.60	.00 (	8,154.60)	.0
AZ STATE PARKS-SPORTS COMPLEX	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL FUND EXPENDITURES	9,355.27	81,517.05	1,000,000.00	918,482.95	8.2
NET REVENUE OVER EXPENDITURES	20,244.24	16,449.76	.00 (	16,449.76)	.0

TOWN OF EAGAR
REVENUE/EXPENDITURE SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2017

CONTINGENCY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>JNEARN/EXPEND</u>	<u>PCNT</u>
<u>REVENUE</u>					
CONTINGENCY REVENUE	<u>.00</u>	<u>.00</u>	<u>750,000.00</u>	<u>750,000.00</u>	<u>.0</u>
TOTAL FUND REVENUE	<u>.00</u>	<u>.00</u>	<u>750,000.00</u>	<u>750,000.00</u>	<u>.0</u>
<u>EXPENDITURES</u>					
CONTINGENCY EXPENSES	<u>.00</u>	<u>.00</u>	<u>750,000.00</u>	<u>750,000.00</u>	<u>.0</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>750,000.00</u>	<u>750,000.00</u>	<u>.0</u>
NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>

TOWN OF EAGAR
REVENUE/EXPENDITURE SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2017

UTILITY ENTERPRISE FUND

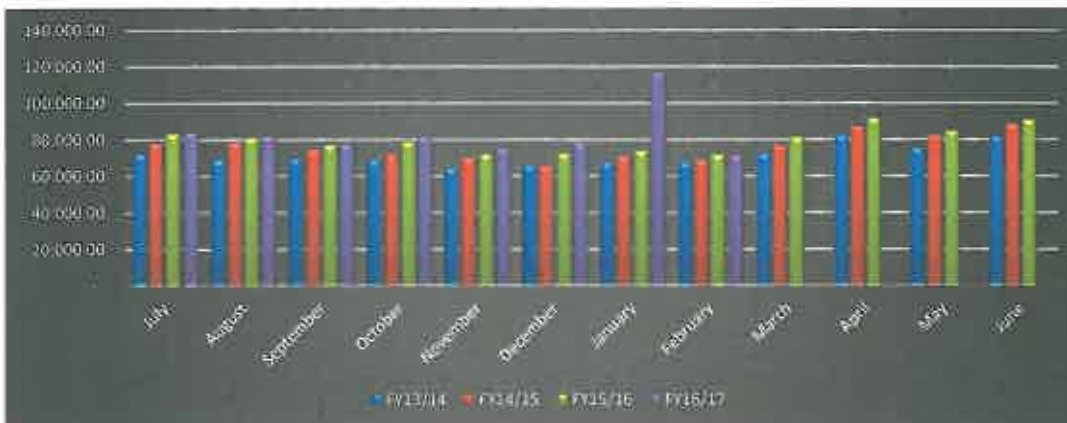
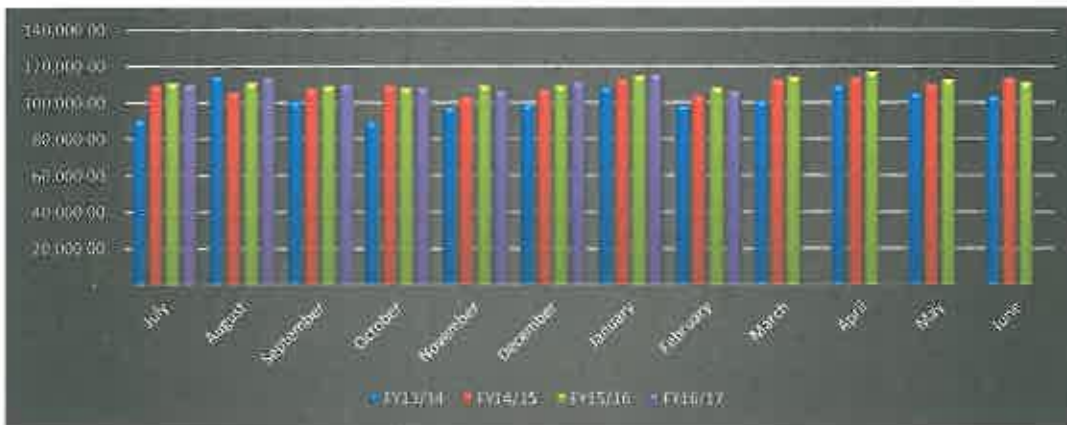
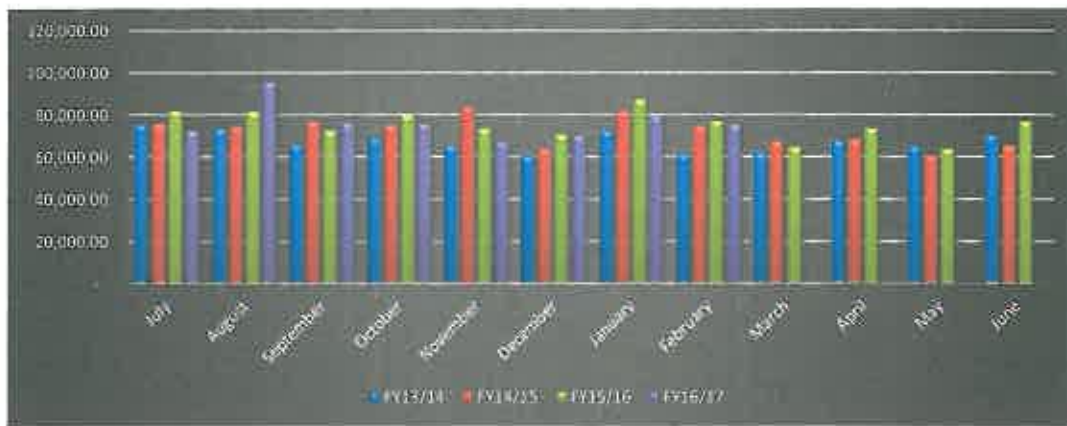
	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>JNEARN/EXPEND</u>	<u>PCNT</u>
<u>REVENUE</u>					
CHARGE FOR SERVICE	80,645.01	757,115.49	1,259,960.00	502,844.51	60.1
MISCELLANEOUS REVENUE	13,514.41	136,297.17	283,050.00	146,752.83	48.2
	<u>94,159.42</u>	<u>893,412.66</u>	<u>1,543,010.00</u>	<u>649,597.34</u>	<u>57.9</u>
<u>EXPENDITURES</u>					
FACILITIES	.00	31,840.59	30,000.00	(1,840.59)	106.1
FLEET MAINTENANCE	.00	15,551.80	46,475.00	30,923.20	33.5
WATER	54,900.10	536,332.20	707,385.00	171,052.80	75.8
WASTEWATER	60,603.06	395,587.65	621,050.00	225,462.35	63.7
	<u>115,503.16</u>	<u>979,312.24</u>	<u>1,404,910.00</u>	<u>425,597.76</u>	<u>69.7</u>
NET REVENUE OVER EXPENDITURES	(21,343.74)	(85,899.58)	138,100.00	223,999.58	(62.2)

Town of Eagar
FY15/16 Historical Revenue Report

	FY13/14	FY14/15	FY15/16	FY16/17	\$ Difference	% Difference
<u>Local Sales Taxes</u>						
<i>Budgeted</i>	825,000.00	825,000.00	833,250.00	868,000.00	\$ 34,750.00	4%
July	75,408.30	75,797.68	81,938.67	72,539.87	\$ (9,398.80)	-11%
August	73,288.22	74,411.17	81,680.01	95,470.87	\$ 13,790.86	17%
September	65,817.43	76,989.74	72,612.81	76,244.26	\$ 3,631.45	5%
October	68,775.35	75,084.55	80,041.07	75,706.68	\$ (4,334.39)	-5%
November	65,129.66	83,552.80	73,589.56	67,237.90	\$ (6,351.66)	-9%
December	60,654.55	63,725.91	70,759.55	70,059.44	\$ (700.11)	-1%
January	72,410.40	82,035.76	87,422.12	79,505.69	\$ (7,916.43)	-9%
February	61,238.41	74,624.13	77,125.20	75,349.87	\$ (1,775.33)	-2%
March	61,576.21	67,488.41	64,696.22			
April	67,511.74	68,102.58	73,616.14			
May	64,914.75	60,737.74	63,696.00			
June	70,226.52	65,764.33	76,904.90			
Totals	\$ 806,951.54	\$ 868,314.80	\$ 904,082.25	\$ 612,114.58	\$ (13,054.41)	-2.1%
% Change	1%	8%	4%			

	FY13/14	FY14/15	FY15/16	FY16/17	\$ Difference	% Difference
<u>State Shared Revenues (Shared Sales, Income, VLT)</u>						
<i>Budgeted</i>	\$ 1,175,500.00	\$ 1,254,350.00	\$ 1,341,249.00	\$ 1,353,930.00	\$ 12,681.00	1%
July	90,588.34	109,540.19	110,983.17	110,151.09	\$ (832.08)	-1%
August	114,769.60	105,637.62	110,993.64	113,710.24	\$ 2,716.60	2%
September	100,722.29	107,710.80	109,256.54	109,752.10	\$ 495.56	0%
October	89,595.00	109,211.16	108,175.85	108,327.19	\$ 151.34	0%
November	97,636.35	103,218.16	109,693.85	106,417.53	\$ (3,276.32)	-3%
December	99,180.30	106,977.91	109,461.53	111,175.51	\$ 1,713.98	2%
January	108,628.36	112,863.23	114,734.91	115,469.34	\$ 734.43	1%
February	98,576.70	103,894.82	108,421.49	106,285.27	\$ (2,136.22)	-2%
March	101,220.15	112,570.30	114,182.48			
April	109,536.36	113,754.87	117,267.49			
May	105,459.03	110,273.94	113,040.71			
June	103,690.83	113,597.72	111,448.18			
Totals	\$ 1,219,603.31	\$ 1,309,250.72	\$ 1,337,659.84	\$ 881,288.27	\$ (432.71)	0.0%
% Change	6%	7%	2%			

	FY13/14	FY14/15	FY15/16	FY16/17	\$ Difference	% Difference
<u>HURF Revenues</u>						
<i>Budgeted</i>	\$ 832,250.00	\$ 823,250.00	\$ 949,914.00	\$ 974,120.00	\$ 24,206.00	3%
July	72,260.83	78,266.25	83,083.71	83,975.14	\$ 891.43	1%
August	69,021.33	78,810.40	80,998.95	81,889.90	\$ 890.95	1%
September	69,381.62	74,686.28	77,252.50	77,531.30	\$ 278.80	0%
October	68,944.02	71,951.73	78,597.14	81,612.67	\$ 3,015.53	4%
November	64,292.70	70,338.12	71,844.81	75,040.22	\$ 3,195.41	5%
December	65,933.21	65,329.77	72,304.27	77,975.45	\$ 5,671.18	9%
January	67,631.65	70,945.13	73,783.15	116,725.83	\$ 42,942.68	61%
February	67,521.96	68,915.20	71,770.43	71,446.93	\$ (323.50)	0%
March	72,368.30	77,230.49	81,315.83			
April	82,481.52	87,483.83	91,978.41			
May	75,631.48	82,390.14	84,710.18			
June	81,831.47	88,964.42	91,024.60			
Totals	\$ 857,300.09	\$ 915,311.76	\$ 958,663.98	\$ 666,197.44	\$ 56,562.48	9.3%
% Change	2%	7%	5%			



TOWN OF EAGAR LOCAL TAX REPORT FOR FEBRUARY 2017

BUSINESS CLASS	CLASS #	ACCOUNTS	DECEMBER PAYMENTS
OTHER	000	4	\$0.01
OTHER	002	1	\$0.00
OTHER	003	0	\$0.00
UTILITIES	004	2	\$9,581.16
COMMUNICATIONS	005	33	\$2,912.52
TRANSPORTING	006	0	\$0.00
PUBLICATION	009	4	\$59.82
RESTAURANTS AND BARS	011	4	\$6,093.84
AMUSEMENTS	012	1	\$6.72
CONTRACTING	015	9	\$5,218.80
RETAIL SALES	017	274	\$37,285.95
MANUFACTURED BUILDINGS	027	2	\$112.67
USE TAX PURCHASES	029	133	\$2,317.00
USE TAX FROM INVENTORY	030	1	\$0.19
RENTAL OCCUPANCY	040	0	\$0.00
HOTELS	044	2	\$1,934.53
RESIDENTIAL RENTAL	045	10	\$696.46
OTHER	050	98	\$535.80
RETAIL SALES FOOD FOR HOME CONSUMPTION	062	14	\$3,303.48
HOTEL/MOTEL ADD'L TAX	144	1	\$1,824.86
RETAIL SALES (SINGLE ITEM OVER \$1,000)	157	1	\$3.55
USE TAX PURCHASES (SINGLE ITEM OVER \$1,000)	159	2	\$2.09
COMMERCIAL RENTAL	213	12	\$1,053.87
RENTAL, LEASE, LICENSING FOR USE OF TPP	214	33	\$1,286.83
OTHER	325	1	\$17.40
OTHER	344	1	\$17.40
OTHER	451	4	\$1,084.92
TOTALS		647	\$75,349.87

Program City: EAGAR
 Report Period: 2/29/2016
 Creation Date: 3/11/2016

Report Period	Region Code	Industry Group	NAICS Range	Accounts	Collections	Fiscal YTD Payments	Calendar YTD Payments
2/29/2016	EG	MINING	21	3	0	2009.37	0
2/29/2016	EG	COMMUNICATIONS & UTILITIES	22, 517	47	13643.65	103806.76	26809.27
2/29/2016	EG	TRANSPORTATION & WAREHOUSING	48-49	4	12.39	52.24	16.48
2/29/2016	EG	CONSTRUCTION	23	85	10744.93	46463.12	20723.61
2/29/2016	EG	MANUFACTURING	31-33, 511	181	824.23	10388.94	5059.63
2/29/2016	EG	WHOLESALE TRADE	42	137	5963.17	15459	7366.31
2/29/2016	EG	RETAIL TRADE	44-45	475	28536.87	279595.17	67258.84
2/29/2016	EG	FINANCE & INSURANCE	52	10	21.01	101.65	45.87
2/29/2016	EG	REAL ESTATE, RENTAL & LEASING	53	52	2141.03	14732.52	4601.26
2/29/2016	EG	RESTAURANT & BAR	722	7	5913.85	59677.74	12326.4
2/29/2016	EG	ACCOMMODATION	721	5	4005.59	38086.48	7536.01
2/29/2016	EG	PUBLIC ADMINISTRATION	92		0	0	0
2/29/2016	EG	SERVICES	512-516, 518-519, 520	116	3909.91	39166.13	9276.84
2/29/2016	EG	ARTS & ENTERTAINMENT	71	3	46.52	272.98	46.61
2/29/2016	EG	OTHER	11, OTHER	35	1362.05	15356.89	3480.19
2/29/2016	EG	BRITS DISCOVERY AMOUNT			0	0	0
2/29/2016	EG	BRITS EFFICIENCY AMOUNT			0	0	0
2/29/2016	EG	PROGRAM CITY TOTALS --->		1,160	77125.2	625168.99	164547.32

PRIOR FISCAL YEAR

MEMORANDUM

TO: Mayor & Town Council

FROM: Jeremiah Loyd, P.E., CFM
Community Development Administrator

DATE: March 13, 2017

SUBJECT: **Arbor Day Proclamation**

In 2016 the Town of Eagar was designated as a Tree City USA. It is a retroactive designation which means that this designation was for 2015. We just found out that we were also designated a Tree City USA for 2016. By being designated a Tree City USA it means that the community cares about the urban forestry and recognizes it as an important component of a healthy community.

The Arbor Day Proclamation is a means of conveying the value the community places on trees and the observance of Arbor Day. Annual recognition shows visitors and prospective residents that trees, conservation and the environment are an important part of life in the community. Pride in public trees also leads to more engaged residents and better care for new and existing trees on private property. The Arbor Day Proclamation in addition to A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita is also one of the essential aspects of maintaining our Tree City USA designation. Therefore, I recommend the Mayor and Council proclaim the last Friday in April, April 28th 2017, as Arbor Day.



- Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Bryce Hamblin, Mayor of the Town of Eagar, AZ, do hereby proclaim
April 28, 2017 as

Arbor Day

in the Town of Eagar, AZ, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

- Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Bryce Hamblin, Mayor

TOWN OF EAGAR
MEMORANDUM

TO: Eagar Town Council
FROM: Eva Wilson, Town Clerk
DATE: March 21, 2017
SUBJECT: APRIL IS FAIR HOUSING MONTH

As a requirement for receiving Community Development Block Grant (CDBG) funding the Town of Eagar must conform to certain federal requirements each year to promote fair housing. As part of this compliance, the Town does the following:

- 1) Displays a Fair Housing poster in both English & Spanish at Town Hall;
- 2) Sends a brochure to a distribution list that includes the library, housing lenders, realtors, and similar groups;
- 3) Posts flyers advertising the dates and locations of periodic Fair Housing seminars; and
- 4) Recognizes April as Fair Housing month with a proclamation.

These actions satisfy CDBG fair housing requirements.



TOWN OF EAGAR FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I Bryce Hamblin, Mayor do proclaim April as Fair Housing Month in the Town of Eagar and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Bryce Hamblin, Mayor

Signed this 4th day of April 2017.



**CDBG FILE CHECKLIST
AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)**

Community: Town of Eagar Calendar Year: 2017

Check/Date	Item
<u>4/4/17</u>	Resolution or Proclamation (*)
<u> </u>	Assessment, with information about status of such, committee members, meeting notices or public hearings, minutes/notes and list of attendees
<u> </u>	Press Releases
<u> </u>	Brochures and distribution/mailing list
<u>3/21/17</u>	Location of Posters and distribution list for same (*)
<u> </u>	A copy of the State and Federal Fair Housing Law
<u> </u>	A copy of the section of the Consolidated Plan applicable to AFFH
<u> </u>	Copies of newspaper articles
<u> </u>	Poster or essay contest information
<u>3/21/17</u>	Letters to real estate licensees and a mailing list
<u>3/21/17</u>	Letters to housing lenders and a mailing list
<u>3/21/17</u>	Notices of AFFH training, public meetings, workshops; a list of attendees
<u> </u>	PSAs and a mailing list
<u> </u>	Information about housing discrimination complaints and the disposition of each, e.g, referral to the Attorney General
<u> </u>	Contacts made (by telephone) with groups interested in providing AFFH training or workshops
<u> </u>	Other

(*) = **required action.** The other items listed are samples of AFFH activities. You must complete at least three, including the two required actions.

A checklist for each calendar year a community is eligible for CDBG funds regardless of if they have any open contracts must be retained.

APRIL IS

FAIR HOUSING MONTH!



The City of Flagstaff , Coconino County Community Services,
& Northern Arizona Council of Governments (NACOG)
in collaboration with Southwest Fair Housing Council
are proud to offer a

FREE

**FAIR HOUSING & LANDLORD TENANT
SEMINAR**

**WHEN: TUESDAY, APRIL 11
9:00 AM – 12:00 PM**

**WHERE: CITY OF FLAGSTAFF
COUNCIL CHAMBERS
211 W. ASPEN AVENUE**



The seminar will provide an overview of Fair Housing Laws
and Landlord Tenants' Rights and Responsibilities. Real
estate credits available.



SOUTHWEST FAIR HOUSING COUNCIL

Housing Discrimination Still Exists

Despite a wide range of housing opportunities throughout Arizona, the doors of homes, apartments, mobile homes, and condominiums are closed to many because of illegal discrimination. Complaints to and testing by fair housing organizations in Arizona indicate that discrimination is a common practice, frequently undetected by homeseekers who are unlawfully denied access to housing.

If You Think You Have Been Discriminated Against

1. Record the experiences. Write down the names of individuals, companies, addresses, phone numbers, dates, times, and witnesses involved.
2. Make notes of conversations or incidents that might indicate discrimination.
3. Keep copies of advertising, letters, or other relevant information.
4. If you know a person of the opposite sex, or a different race or culture who received a different answer than you did, make note of their name and address.

5. Contact the Southwest Fair Housing Council at (520) 798-1568 or (888) 624-4611.



Signs of Housing Discrimination

- Refusing to sell, rent, or show available housing.
- Only showing housing in areas where other minorities live.
- Harassment or intimidation.
- Housing advertisements with discriminatory statements or displaying no minorities in group scenes.
- Differing terms for identical dwellings.
- Extensive questioning prior to offering or providing information about the availability of housing.
- Being told the dwelling is not appropriate for your family.
- Terms of availability change between phone contact and your visit.
- You are not contacted after the acceptance of your application.
- House or apartment has an "available" sign but you are told it is not available.
- Refusing to make reasonable accommodation or allow a modification to make the dwelling accessible for a person with a disability.
- Refusing to finance the purchase of a home or to write property insurance, or offering non-standard and unfavorable terms.

Become a member of SWFHC

The Southwest Fair Housing Council is a membership organization that depends on its members for funding and support. Join us, and help to ensure fair housing for all.

- ☐ I would like to become a member of the Southwest Fair Housing Council.

- ☐ Individual (\$15)
☐ Non-profit (\$35)
☐ For-profit (\$50)
☐ Corporate (\$100)
☐ Benefactor (\$125)

- ☐ I would like more information about becoming a member of SWFHC.

- ☐ I am interested in becoming a housing tester. Please contact me about the next training.

Name _____

Address _____

City, State, Zip _____

Telephone _____

Email _____

Please return this form to:
 Southwest Fair Housing Council
 2030 E. Broadway, Suite 101
 Tucson, AZ 85719

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- ☐ I am interested in becoming a housing tester. Please contact me about the next training.

Name _____
 Address _____
 City, State, Zip _____
 Telephone _____
 Email _____

Please return this form to:
 Southwest Fair Housing Council
 2030 E. Broadway, Suite 101
 Tucson, AZ 85719



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- | | |
|---|---|
| <input type="checkbox"/> In the sale or rental of housing or residential lots | <input type="checkbox"/> In the provision of real estate brokerage services |
| <input type="checkbox"/> In advertising the sale or rental of housing | <input type="checkbox"/> In the appraisal of housing |
| <input type="checkbox"/> In the financing of housing | <input type="checkbox"/> Blockbusting is also illegal |

**Anyone who feels he or she has been
discriminated against may file a complaint of
housing discrimination:**

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**



**EQUAL HOUSING
OPPORTUNITY**
**IGUALDAD DE OPORTUNIDADES
EN LA VIVIENDA**

**Nuestras prácticas de negocios cumplen la ley federal
de equidad en la vivienda**

(Enmienda a la ley de Equidad en la vivienda de 1988)

**Es ilegal discriminar contra ninguna persona a
causa de su raza, color, religión, sexo,
discapacidad, situación familiar u origen nacional**

- | | |
|--|--|
| ■ En la venta o el alquiler de viviendas o lotes residenciales | ■ En la provisión de servicios de corredores de bienes raíces |
| ■ En la publicidad relacionada con la venta o el alquiler de viviendas | ■ En la tasación de viviendas |
| ■ En la financiación de la vivienda | ■ Las tácticas de intimidación (Blockbusting) también son ilegales |

Cualquier persona que crea que ha sido discriminada puede presentar una reclamación de discriminación en la vivienda:

1-800-669-9777 (Línea gratuita)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

LOCATION OF FLYERS	ADDRESS	TOWN	STATE	ZIP
POST OFFICE EAGAR	113 WEST CENTRAL AVE	EAGAR	AZ	85925
APACHE COUNTY ROUND VALLEY LIBRARY	179 S. MAIN STREET	EAGAR	AZ	85925
NATIONAL BANK	90 WEST CENTRAL AVE	EAGAR	AZ	85925
EAGAR TOWN HALL out front, lobby, break room	22 WEST 2ND STREET	EAGAR	AZ	85925
TRAILRIDERS RESTAURANT	140 N. MAIN STREET	EAGAR	AZ	85925
POST OFFICE SPRINGERVILLE	5 E. MAIN ST.	SPRINGERVILLE	AZ	85938

AGREEMENT

The Town of Eagar is hosting Round Valley RoundUp on June 2 – 3, 2017. Miles DeWitt / DeWitt Cattle Company has been selected to conduct a Junior Rodeo during Round Valley RoundUp. This agreement is to outline duties of both parties: Miles DeWitt / DeWitt Cattle Company as livestock contractor and the Town of Eagar as event producer.

Miles DeWitt / DeWitt Cattle Company is responsible for the following services:

1. Providing timed event stock and roughstock for Junior Rodeo.
2. Providing all administrative support for the Junior Rodeo to include registration, timers, and secretary / book-keeping.
3. Managing all aspects of the Junior Rodeo operations to include providing arena help, pickup men, and freight.

The Town of Eagar as event producer is responsible for:

1. Providing a safe facility and liability insurance for the event.
2. Making available clean drinking water and feed for the livestock that will be provided.
3. Supplying additional volunteers for arena help.
4. Providing an announcer for the event.
5. Making available a public address sound system for the duration of the event.

Miles DeWitt / DeWitt Cattle Company shall only be liable for their acts and the acts of their employees that are found to be negligent. Miles DeWitt / DeWitt Cattle Company does not assume any liability for any accident occurring in or out of the arena arising during the normal activities of the rodeo. Miles DeWitt / DeWitt Cattle Company does not assume responsibility for the theft of personal property belonging to either contestants or spectators. Theft of personal property shall be reported to the proper authorities for investigation and follow up. Miles DeWitt / DeWitt Cattle Company is not responsible for an injury to a contestant or spectator unless it is found that gross negligence has occurred. The Town of Eagar as event producer shall obtain a certificate of insurance in an amount sufficient to cover the event.

Fees for the services provided shall be in the following amounts:

Junior Rodeo \$3,500

At the conclusion of the event, Miles DeWitt / DeWitt Cattle Company shall provide the Town of Eagar as event producer a full accounting of all transactions related to the Junior Rodeo.

_____	_____
Miles DeWitt	DATE
DeWitt Cattle Company	

_____	_____
Bryce Hamblin, Mayor	DATE
Town of Eagar	

AGREEMENT

The Town of Eagar is hosting Round Valley RoundUp on June 2 – 3, 2017. Miles DeWitt / DeWitt Cattle Company has been selected to conduct a Ranch Rodeo during Round Valley RoundUp. This agreement is to outline duties of both parties: Miles DeWitt / DeWitt Cattle Company as livestock contractor and the Town of Eagar as event producer.

Miles DeWitt / DeWitt Cattle Company is responsible for the following services:

1. Providing approximately 30 head of yearlings.
2. Providing 10-20 cows and calves.
3. Providing 20 broncs.
4. Providing all administrative support for the Ranch Rodeo to include registration and secretary / book-keeping.
5. Managing all aspects of the Ranch Rodeo operations to include providing arena help, pickup men, and freight.

The Town of Eagar as event producer is responsible for:

1. Providing a safe facility and liability insurance for the event.
2. Making available clean drinking water and feed for the livestock that will be provided.
3. Supplying additional volunteers for arena help.
4. Providing an announcer for the event.
5. Making available a public address sound system for the duration of the event.

Miles DeWitt / DeWitt Cattle Company shall only be liable for their acts and the acts of their employees that are found to be negligent. Miles DeWitt / DeWitt Cattle Company does not assume any liability for any accident occurring in or out of the arena arising during the normal activities of the rodeo. Miles DeWitt / DeWitt Cattle Company does not assume responsibility for the theft of personal property belonging to either contestants or spectators. Theft of personal property shall be reported to the proper authorities for investigation and follow up. Miles DeWitt / DeWitt Cattle Company is not responsible for an injury to a contestant or spectator unless it is found that gross negligence has occurred. The Town of Eagar

as event producer shall obtain a certificate of insurance in an amount sufficient to cover the event.

Fees for the services provided shall be:

Ranch Rodeo	\$7,500
-------------	---------

At the conclusion of the event, Miles DeWitt / DeWitt Cattle Company shall provide the Town of Eagar as event producer a full accounting of all transactions related to the Ranch Rodeo.

_____	_____
Miles DeWitt	DATE
DeWitt Cattle Company	

_____	_____
Bryce Hamblin, Mayor	DATE
Town of Eagar	



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Round Valley Rodeo Committee

SECTION 2 Non-Profit/IRS Tax Exempt Number: 46-4313411

SECTION 3 The organization is a: (check one box only)

- ☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☒ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Rodeo Grounds

Address of Location: Hwy 180/260 Eagar Apache AZ 85925
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Hamblin Brock 1/7/1960
Last First Middle Date of Birth
2. Applicant's mailing address: 83 W. 2nd Street Eagar AZ 85925
Street City State Zip
3. Applicant's home/cell phone: (928) 551-0852 Applicant's business phone: ()
4. Applicant's email address: bhchchbh@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Round Valley Rodeo Committee Percentage: 100%

Address PO Box 1445 Springerville AZ 85938
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police _____ Number of Security Personnel ☒ Fencing ☒ Barriers

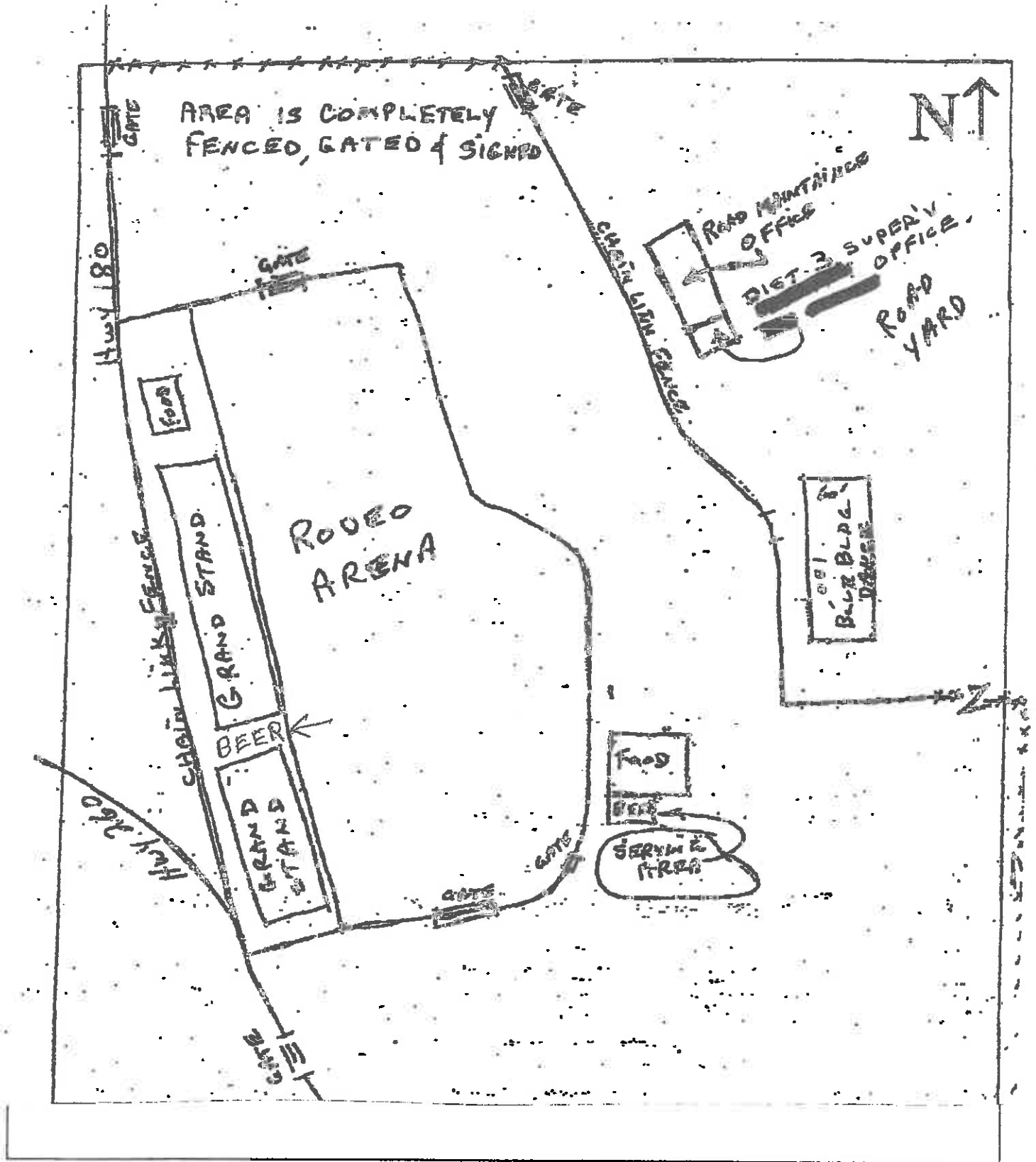
Explanation: Will use local law enforcement if needed

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>7/3/17</u>	<u>Monday</u>	<u>6:00 am</u>	<u>Midnight</u>
DAY 2:	<u>7/4/17</u>	<u>Tuesday</u>	<u>6:00 am</u>	<u>Midnight</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Brock Hamblin declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Brock Hamblin Chairperson 3/9/2017 928-551-0852
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 9TH MARCH 2017
State ARIZONA County of APACHE Day Month Year

My Commission Expires on: July 10, 2019 M. David Pulsifer
Date Signature of Notary Public

M. DAVID PULSIFER
NOTARY PUBLIC - ARIZONA
APACHE COUNTY
My Commission Expires July 10, 2019

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Brock Hamblin declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Brock Hamblin Chairperson 3/9/2017 928-551-0852
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 9TH MARCH 2017
State ARIZONA County of APACHE Day Month Year

My Commission Expires on: July 10, 2019 M. David Pulsifer
Date Signature of Notary Public

M. DAVID PULSIFER
NOTARY PUBLIC - ARIZONA
APACHE COUNTY
My Commission Expires July 10, 2019

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



March 21, 2017

Office of Governor Doug Ducey
State Capital
1700 W. Washington Street
Phoenix, Arizona, 85007

Dear Governor Ducey:

On behalf of the Town of Eagar Town Council, thank you for your dedicated service and the good work being done for the citizens, and the great State of Arizona.

I would like to voice our opposition to the proposal of diverting local state-shared TPT revenues to fund bonds for capital priorities at the Universities. The impact to the town's budget from the recession is still below pre-recession levels. The Town budget is required to balance and audited every year and the Town of Eagar operates on some of the leanest margins of any level of government.

In the last ten years, multiple programs such as LTAF, 911, Heritage Fund, SLIF, HURF and others have been cut, swept or eliminated and more state programs are being funded by local government revenues.

The proposal in the Executive budget brought forward by the Arizona Board of Regents would divert state Transaction Privilege Tax paid by higher education institutions including the portion that is distributed by formula to local governments.

The Town of Eagar Town Council stands in opposition to the proposal to provide additional funding to higher education system in Arizona at the expense of the towns revenue that is already budgeted to provide basic, daily services to all our residents.

Respectfully,

Bryce Hamblin, Mayor
Town of Eagar

Where Roads Hit the Trails

P.O. Box 1300 • Eagar, AZ 85925-1300 • (928)333-4128 • 22 West 2nd Street • www.eagaraz.gov

Arizona Board of Regents Proposal, re: Sales Tax (TPT)

- The Arizona Board of Regents (ABOR) has proposed a concept that would allow them to recapture Transaction Privilege Taxes (TPT) paid by universities (according to ABOR, this is approximately \$36 million in the first year). These revenues would be dedicated for ABOR capital projects as well as general day-to-day operations of universities.
- The proposal captures TPT revenues that normally go into the sales tax revenue sharing formula for cities, towns and counties. This proposal would reduce the shared revenue funds by approximately \$2.5 million from cities and towns and \$4 million from counties in the first year. Over the 30-year life of the bonds the totals are estimated to be in excess of \$143 million from cities and towns and \$232 million from counties.
- The proposal is open-ended, uncapped and unlimited in time, generating millions of dollars more than is needed to pay debt service on even a \$1 billion bond. This perpetual diversion of State and local revenue is completely outside the budgeting process and oversight of the legislative appropriations process, and there is no process for confirming the amount of TPT the universities claim they pay each year.
- ABOR says that Arizona is one of only six states that require these universities to pay this tax. However, this is because we have a TPT rather than a true sales tax. TPT is paid by everyone including cities, counties, state agencies, K-12 schools, community colleges and the federal government. If universities are effectively exempted from this tax, it is likely that other similarly situated entities will demand equal treatment.
- The argument that the amount of the city revenue sweep is "small" is not the main issue—it's the precedent of taking away city revenue by altering the long-standing, revenue-sharing negotiated formula.
- Cities with universities located within their jurisdictions provide many local services (back up police, fire service, street improvements, etc.). Additionally, cities, such as Phoenix, have invested millions in higher education through the donation of land and infrastructure improvements. Other communities have entered into similar financial agreements to bring higher education to their communities as well.
- The State Constitution says funding the higher education system is a state responsibility, not a municipal obligation. This proposal continues a trend of funding state programs by taking money from other entities, rather than increasing revenue to meet financial obligations of the state. This proposal is driving a wedge between the historically positive relationship between cities and universities and making people choose between city service such as public safety or universities.
- If the Legislature wants to provide a long-term revenue stream for universities, they could dedicate the state portion of these revenues by distributing these funds from the shared revenue pool AFTER the distribution to cities, towns and counties.

Town of Eagar

Memorandum

To: Mayor and Council
From: Bruce Ray, Interim Town Manager
Date: March 27, 2017
Re: Agreement with the School District to Use the Dome For Eagar Days

I would like the council to consider the approval of the agreement between the Round Valley School District for use of the Dome for the Out Door Expo for Eagar Days.

Doug Brown has reviewed the agreement.

I recommend a motion be made approving the agreement so we can go forward with planning Eagar Days.

Bruce Ray
Interim Town Manager

DRAFT

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is entered into by and between Round Valley Unified School District #10, a political subdivision of the State of Arizona (the "District"), and the Town of Eagar, also a political sub-division of the State of Arizona, ("Town").

RECITALS

1. The Town seeks to hold an Outdoor Exposition (the "Expo"), featuring hunting and fishing for adults and youth to discuss and learn about hiking, gun safety, camping, fishing and hunting skills.
2. The Town desires to use the District's grounds and facilities, specifically the dome and parking at Round Valley High School (the "Facility"), for the Expo.
3. The District owns the Facility.
4. The Town and its invitees will not conduct any "on site" shooting activities, including the discharge of weapons, the loading of ammunition in weapons and will prohibit Expo attendees, vendors and participants from conducting any such activity on or at the Facility.
5. The District has determined that the Town's providing of the Expo and the related access to the Facility is germane to the education of District students, providing adult-supervised education and training in relation to camping, hunting, fishing, and the safe use of firearms; and, because of this educational activity, the District believes this Agreement does not violate the Gun Free Schools Act.
6. The District desires to provide access to the Facility, so the Town may offer the Expo to students, community members, tourists and other guests.

Now, therefore, for adequate consideration and the mutual covenants and promises contained herein, the Parties agree:

AGREEMENT

- I. **Purpose.** The purpose of this Agreement is to set forth the duties and responsibilities of each Party under a relationship that provides the Town with non-exclusive use of the Facilities, during the Expo.
- II. **Care of Facility.** The Town agrees to the following terms, regarding care of the Facility:
 - A. The Town will limit its use and invitees' use to the Facility, and the Town will not use any other portion of District property without prior written permission from the District.

- B. The Town will take reasonable care of the Facility and any equipment and furniture located therein.
- C. The Town will return the Facility in the same condition that the Facility was in prior to the Town's use.
- D. The Town will not commit or permit to be committed any damage, waste or nuisance in or about the Facility.
- E. The Town will not permit any use of the Facility that would violate or negatively impact the terms of the insurance coverage for the Facility.
- F. The Town will not allow a total number of persons in any part of the Facility at any time in excess of the legal or posted capacity thereof.
- G. The Town will not permit any smoking or use of alcoholic beverages on any portion of the Facility. The Town affirms knowledge of, and will enforce, the requirements and restrictions set out in Chapter 28.1 of Title 36 of the Arizona Revised Statutes related to medical marijuana.
- H. The Town will provide all security for the Expo, its operation, set-up, clean-up and closure.

- III. **The Town's Warranty Regarding Firearms.** The District acknowledges the Town may bring firearms onto Facility grounds for display, training and educational purposes relating to the Expo, and the District has found that such use, in compliance with the terms of this Agreement, is germane to the education of District students and such educational purpose is consistent with the intent and purposes of the GFSA. In exchange for valid consideration, the Town warrants and agrees that, with the exception of law enforcement personnel, any firearms brought into the Facility or any part thereof shall be: (a) unloaded; and, (b) kept at all times under the supervision of an adult. The Town understands that the District will not sale or purchase any firearms.
- IV. **Facility Provided "As Is."** The Town understands and agrees that the District does not, and will not, warrant the suitability or safety of the Facility or any of its contents, for the specific purpose(s) for which the Town intends to use the Facility.
- V. **Repair or Replacement.** The Town shall be solely responsible for the prompt repair or replacement of damaged furniture, equipment, or other District property damaged by the Town or its invitees.
- VI. **Compensation.** The District agrees to be compensated at an amount less than the fair market rental value for the Facility, as it recognizes the economic and educational benefits that the Expo will bring to the District and the Town. The

District also recognizes that a low rental rate allows the Town to cover the supplemental insurance costs, if any. The Town shall compensate District for use of the Facility, as follows:

A. Use of Facility Fees: \$100.00

- VII. Term.** The term of this Agreement shall be for the duration of the Expo, commencing on _____, 2017, and ending on _____, 2017.
- VIII. Insurance.** Pursuant to A.R.S. § 15-1105, *et seq.*, the Town agrees to procure, at its expense, and maintain during the term of this Agreement, a policy of general liability insurance against claims for bodily injury, death, and property damage, occurring in connection with the Town's use of the Facility and the Facility's contents. The insurance shall name the District as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of the District. The insurance shall have minimum limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form with no coverage deletions. The Town shall provide the District with a certificate showing that conforming insurance coverage is in effect throughout the term of this Agreement.
- IX. Liability and Indemnity.** The Town agrees to conduct its activities at the Facility in a careful and safe manner. As a material part of the consideration to the District, The Town assumes all risk of damage to and loss or theft of property, and injury or death to persons related in any way to the Town's use or occupancy of any portion of the Facility from any cause whatsoever. The Town waives all such claims against the District. The Town shall indemnify, defend, and hold harmless the District and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorneys' fees and litigation expenses. The Town's obligation under this Section shall not extend to any liability caused by the willful misconduct of the District or its employees.
- X. Waiver.** The failure by the District to insist on strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement or the District's delay in the exercise of any such rights of remedies will not release the Town of any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the District to insist upon strict performance of this Agreement.
- XI. Notice.** Any notice permitted or required under the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand, sent by a nationally recognized overnight courier service, or when sent with the United

States Postal Service certified mail, return receipt requested and postage prepaid, to the following addresses:

If to District: Mr. Travis Udall, Superintendent
Round Valley Unified School District #10
940B East Maricopa Street
PO Box 610
Springerville, AZ 85938

Phone: (928) 333-6592

If to the Town Mr. Bruce Ray
Town of Eagar
P.O. Box 1300
Eagar, Arizona 85925

Phone: (928) 333-4128

XII. Arbitration. In the event of a dispute arising under or relating to this Agreement, the Parties agree to use arbitration insofar as required by A.R.S. §§ 12-1518 and 12-133 and the rules promulgated under those statutes. To the extent arbitration is not required under the above-referenced statutes, then the Parties shall submit any dispute hereunder for adjudication by Arizona state courts or through mediation as provided herein.

XIII. Mediation. Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of the mediator, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediation, if such representation is desired.

XIV. Choice of Law and Venue. This Agreement shall be governed and interpreted by the State of Arizona. The venue for any judicial actions regarding the terms of this Agreement shall be the Superior Court of Apache County, Arizona.

XV. Miscellaneous.

- A. This Agreement terminates and supersedes all prior understandings and agreements, whether written or oral, between the Parties on the subject matter of this Agreement.
- B. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

- C. If any part of this Agreement is held to be illegal, invalid, or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.
- D. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

For Round Valley Unified School District #10:

By: _____

Date: _____

Its: _____

For the Town of Eagar

By: _____

Date: _____

Its: _____



March 27, 2017

TO: Mayor and Council

FROM: Jeremiah D. Loyd, P.E., CFM
Community Development Administrator

RE: Agreement with ESI to Implement the Rural Economic Development
Enhancement Grant

As you are aware, the Town of Eagar has been working towards an economic development strategic plan. Last year were awarded a \$25,875.51 grant from the Arizona Commerce Authority [ACA] to aid in our endeavor.

Our consultant, J2 Engineering, was initially awarded the contract on August 9, 2016. The consultant was selected based on the judgment of former Town Manager Tami Ryall. I believe the logic was because they had begun work on the Eagar Industrial Park Master Plan that they could easily take on this contract and expand it into the Eagar Municipal boundary to craft the strategic plan for economic development. J2 was under the impression they would be receiving guidance from Mrs. Ryall regarding the strategic plan, as this was not their area of focus. After Mrs. Ryall's contract was terminated in October of 2016 there was a lack of communication from J2 regarding the Strategic Plan, as they appeared more focused on wrapping up the Industrial Park Master Plan. There was a brief conversation about bringing in Judie Scalise from ESI Corporation in January to help shore up the metrics and inability of J2. Last month I heard from Project Manager Dean Chambers of J2 and they sent me a revised scope from Mrs. Scalise of ESI who has substantial experience formulating economic development strategic plans. The scope demonstrates a solid understanding of what it will take to create and implement an Economic Development Strategic Plan.

A request for a contract amendment and extension through August 31, 2017 is underway with the ACA so ESI can perform the amended scope which states will require 5 months. The ACA requires a fully executed contract to process the request. Through mutual concurrence J2 has agreed to cancel the contract awarded to them and has refunded all monies spent thus far. Therefore, staff believes it is in the best interest of the town to acquire ESI as the consultant to complete the grant funded Economic Development Strategic Plan. Thank you for your consideration and if you need additional follow up, please do not hesitate to call me at (928) 333-4128 Ext. 228 or email j.loyd@eagaraz.gov.

Respectfully,

Jeremiah D. Loyd, P.E., CFM
Community Development Administrator

AGREEMENT FOR
Professional Services
EAGAR ECONOMIC DEVELOPMENT STRATEGIC PLAN

THIS Agreement is entered into as of this 4th day of April, 2017, by and between the Town of Eagar, Arizona, a municipal corporation, hereinafter referred to as the "Town" and ESI Corporation, hereinafter referred to as the "CONSULTANT."

FOR THE PURPOSE of providing professional services for the Town of Eagar on the **Eagar Economic Development Strategic Plan**, hereinafter referred to as the "Project," the Town and CONSULTANT do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the CONSULTANT. In consideration of the mutual promises contained in this Agreement, the Town engages the CONSULTANT to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement and the Grant Agreement as set forth in Exhibit 1.

1.2 Scope of Services. The CONSULTANT shall do, perform and carry out in a satisfactory and proper manner, as determined by the Town, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work for this Project is set forth in Exhibit A.

1.3 Responsibility of the CONSULTANT.

1.3.1 CONSULTANT hereby agrees that the documents prepared by CONSULTANT will fulfill the purposes of the Project, shall meet all applicable requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such planning documents, analysis, and all other documents prepared by CONSULTANT shall be prepared in accordance with applicable professional standards. Any review or approval of said documents does not diminish these requirements.

1.3.2 CONSULTANT shall familiarize and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site. CONSULTANT shall maintain cost controls to deliver the Project within allocated budget.

1.3.3 CONSULTANT shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 CONSULTANT shall designate Judi Scalise as Project Manager and all communications shall be directed to her. Key CONSULTANT Personnel are set forth in Exhibit B. "Key Personnel" includes the CONSULTANT's employee who will place her signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation CONSULTANT shall first obtain the approval of the Town.

1.3.5 CONSULTANT's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.

1.3.6 CONSULTANT shall obtain its own legal, insurance and financial advice regarding CONSULTANT's legal, insurance and financial obligations under this Agreement.

1.3.7 CONSULTANT shall provide required reports on the progress of the Services. CONSULTANT shall coordinate its activities with the Town's representative.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the CONSULTANT by placing at their disposal all available information concerning the site of the Project, including all previous plans, drawings, specifications, and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and necessary permits and approval of governmental authorities or other individuals.

1.4.2 Town designates Jeremiah Loyd as its Project Representative. All communications to Town shall be through its Project Representative.

2. CONTRACT TIME AND CONTRACT SUM

2.1 Contract Time. The Contract Time and any applicable schedule of services are set forth in Exhibit C and Exhibit 1 the Grant Agreement.

2.2 Contract Sum. All compensation for complete and satisfactory completion of services rendered by CONSULTANT, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$30,000.00. This project shall be a lump sum contract and CONSULTANT agrees to produce for the Town all items included in Exhibit A and as set forth in Exhibit 1 the Grant Agreement Appendix A – Project Summary, and Appendix B - Awards.

2.3 Method of Payment. CONSULTANT shall prepare invoicing at the completion of key tasks as outlined within Exhibit D, by virtue of submitting the invoice CONSULTANT certifies the key task is substantively complete. Progress reports clearly indicating the progress to date of key tasks will be on an as completed basis submitted with the invoice and will track the contract completion to date in addition to the estimated time needed for the completion of remaining key tasks.

3. CHANGES TO THE SCOPE OF SERVICES

The Town may, at any time, by written change order, make changes in the Scope of Work in conformance with the Grant Agreement Appendix D - Uniform Terms and Conditions §5. If CONSULTANT believes a change in the Scope of Work has been ordered, CONSULTANT shall submit a request for a change order in writing within ten (10) days from the date of receipt by CONSULTANT of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by CONSULTANT will be allowed by Town except as provided herein nor

shall CONSULTANT provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. CONSULTANT agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of CONSULTANT, CONSULTANT shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect CONSULTANT. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONSULTANT from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. CONSULTANT's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of CONSULTANT. CONSULTANT shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. CONSULTANT shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require CONSULTANT to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, CONSULTANT shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and CONSULTANT. CONSULTANT shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. The Subcontractor shall comply with the Uniform Terms and Conditions as outlined in Exhibit 1 the Grant Agreement Appendix D §5.2.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, CONSULTANT shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by CONSULTANT's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be CONSULTANT's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 All policies, except Workers' Compensation and Professional Liability, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by CONSULTANT under this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: CONSULTANT shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by CONSULTANT, or anyone employed by CONSULTANT, or anyone for whose acts, mistakes, errors and omissions CONSULTANT is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Agreement. Professional Liability coverage shall be the greater of this section and of the Technical assistance Agreement Terms and Conditions §6.1.1.

4.11.3 Vehicle Liability: CONSULTANT shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in the performance of the CONSULTANT's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance: CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all

claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the CONSULTANT, its agents, employees or any tier of CONSULTANT's subcontractors related to the Services in the performance of this Agreement. CONSULTANT's duty to defend, hold harmless and indemnify the town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused in whole or in part by CONSULTANT's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the CONSULTANT, any tier of CONSULTANT's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the CONSULTANT may be legally liable including the Town. Further, Indemnification shall also extend to include Exhibit 1 Appendix D – Uniform Terms and Conditions §6.2.

5.1 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, CONSULTANT, at its sole costs and expense, shall pay, resist or defend such claim or action on behalf of Town by attorney of CONSULTANT, or if covered by insurance, CONSULTANT's insurer, all of which must be approved by Town, which approval shall not be unreasonably withheld or delayed. Town shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the Town, which approval shall not be unreasonably withheld or delayed. If CONSULTANT neglects or refuses to defend Town as provided by this Agreement, any recovery or judgment against the Town for a claim covered under this Agreement shall conclusively establish CONSULTANT's liability to the Town in connection with such recovery or judgment, and if the Town desires to settle such dispute, the Town shall be entitled to settle such dispute in good faith and the CONSULTANT shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The Town may, by written notice to the CONSULTANT, terminate this Agreement in whole or in part with seven (7) days notice, either for the Town's convenience or because of the failure of the CONSULTANT to fulfill the contract obligations. Upon receipt of such notice, the CONSULTANT shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, working papers, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the CONSULTANT in the event of substantial failure by the Town to fulfill its obligations.

6.2 Payment to CONSULTANT Upon Termination. If the Agreement is terminated, the Town shall pay the CONSULTANT for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Examination of Records. The CONSULTANT agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONSULTANT involving transactions related to this Agreement.

7.2 Ownership of Document and Other Data. Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the CONSULTANT; however, any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to CONSULTANT. Any verification or adaptation of the documents by CONSULTANT for other purposes than contemplated herein will entitle CONSULTANT to further compensation as agreed upon between the parties.

7.3 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.4 Independent Contractor. CONSULTANT shall be an independent contractor and not an agent of the Town and shall direct and supervise the services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the CONSULTANT.

7.5 Exclusive Use of Services - Confidentiality. The services agreed to be provided by CONSULTANT within this Agreement are for the exclusive use of the Town and CONSULTANT shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.6 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.7 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

7.8 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of the Town.

7.9 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

Interim Town Manager
Bruce Ray
PO Box 1300
Eagar, AZ 85925

CONSULTANT:

Judie Scalise, Principal
ESI Corporation
5635 North Scottsdale Road
Suite 170
Scottsdale, AZ 85250

The address may be changed from time to time by either party by serving notices as provided above.

7. CONTROLLING LAW

This Agreement is governed by the laws of the State of Arizona.

8. INTERESTS AND BENEFITS

8.1 Conflict of Interest of CONSULTANT. The CONSULTANT covenants that their is presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

8.2 Interest of Town Members and Others. No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects their personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto.

IN WITNESS WHEREOF, the Town and the CONSULTANT have executed this Agreement as of the date first written.

TOWN OF EAGAR

By

Bryce Hamblin, Mayor

ATTEST:

Town Clerk
APPROVED AS TO FORM:

Town Attorney
By _____

CONSULTANT
By Judith Scalis
Its Principal

Exhibit 1
Grant Agreement Terms and Conditions



GRANT AGREEMENT

Award: REDE-16-03

Arizona Commerce Authority
333 North Central Avenue
Suite 1900
Phoenix, Arizona 85004
(602) 845-1200

Grant Award Number: REDE-16-03
Grantee Name: Town of Eagar
FEIN: 86-6007272
Total Funding Amount: \$25,875.51
Grantee Project Contact:

Name: Jeremiah Loyd
Title: Community Development Administrator
Telephone Number: 928-333-4128 ext. 228
Email: j.loyd@eagaraz.gov

Person Authorized to Sign on Behalf of Grantee:

Name: Bryce Hamblin
Title: Mayor

1. **Award.** The above-named Grantee is hereby awarded a grant in the amount of \$25,875.51 (the "Grant") under the Arizona Commerce Authority ("ACA") Fiscal Year 2016 ("FY16") Rural Economic Development Enhancement Grant Program ("REDE"). The Grant is awarded for use in the project (the "Project") and as described in Grantee's proposal dated April 27, 2016 (the "Proposal") submitted in response to ACA RFP #2016-16.
2. **Project Implementation.** The Grant is conditioned upon the Project being implemented substantially in conformance with the description of the Project in the Proposal, including without limitation the budget, schedule and Grantee's cash match. With respect to the schedule, the Project must in any case commence within two (2) months after the Effective Date of this Grant Agreement (the "Agreement") and be completed within nine (9) months after the Effective Date of this Agreement.
3. **Grant Documents.** This Agreement incorporates and includes the terms and conditions of both the Solicitation and Grantee's Proposal. Wherever there is a conflict among any two or three of (i) this document including Appendices, (ii) the Proposal and (iii) the Solicitation, this document shall prevail over the Solicitation and the Proposal and the Solicitation shall prevail over the Proposal.
4. **Reporting.** Grantee shall report on the progress of the Project as provided in Appendix C - Reporting.
5. **Term.** The term of the Agreement is nine (9) months from the Effective Date. Reimbursements will be made only for work completed during the term of the Agreement.
6. **Discrimination.** The Grantee shall not discriminate against any employee or contractor for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.





GRANT AGREEMENT

Award: REDE-16-03

Arizona Commerce Authority
333 North Central Avenue
Suite 1900
Phoenix, Arizona 85004
(602) 845-1200

7. Compliance with the law; E-Verify. Grantee warrants compliance with all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214. A breach of grantee's warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Authority, in such event, may terminate this Agreement.
8. Cooperation with the Authority. Grantee authorizes and gives full consent to the Authority to copyright, publish, reproduce, promote or otherwise use its appearance, company brand, company images, testimonials and any other pertinent information in any manner, in any format or for any promotional/advertising purpose, including without limitation for public exhibits, displays, publications, art, website and advertising.
9. This Agreement is subject to the ACA Uniform Terms and Conditions set forth in Appendix D.
10. By signing below, Grantee agrees to the foregoing terms and conditions. This Agreement is made effective as of the 5 day of August, 2016 (the "Effective Date").

This Agreement shall henceforth be referred to as Grant Agreement REDE-16-03.

TOWN OF EAGAR:	ARIZONA COMMERCE AUTHORITY:
	
SIGNATURE	SIGNATURE
BRYCE HAMBLIN	SANDRA WATSON
Mayor	President and CEO

Appendix A – Project Summary

Project Name

Eagar Economic Development Strategic Plan

Brief Project Description

The Project will involve the creation of an economic development strategic plan. The Town will conduct a community-wide assessment to be utilized for labor market analysis. Additionally, all compiled information from the strategic plan will be utilized in a strategy for a marketing plan.

Intended Outcome(s)

The final deliverable would be an in-depth master plan for the community of Eagar. Once created and implemented, this document will serve as the basis for long range economic development. All future and present businesses within the Town and targeted economic clusters will benefit from the plan. The master plan will improve the quality of life in Apache County by increasing job opportunities and aiding the region in becoming more competitive at attracting business ventures. The area to be served would begin with Round Valley, Eagar, Springerville and Apache County.

Appendix B – Awards

Award Amount: \$25,875.51

Authorized Expenses:

Grant funds may be paid to reimburse any expenses set forth in the following table up to \$25,875.51:

Eligible REDE Project Costs	Budget Amount
Community-Wide Assessment	\$12,500
Labor Market Analysis	\$7,500
Marketing Plans	\$10,000
Total Eligible REDE Project Costs	\$30,000

Cash Match Commitment:

Match Contributions	Budget Amount
Town of Eagar General Fund	\$4,124.49
Total Match Contributions	\$4,124.49
Match Percentage of Total Eligible REDE Project Costs	13.7%

Reimbursement Requests

The Grant will be paid out on a reimbursement basis upon completion of the Project. The reimbursement request must be completed using the *REDE Reimbursement Request Form*. Reimbursement Requests must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement and submitted in conjunction with a Project Close-Out Report.

Each cost requested for reimbursement must be set forth in the "Eligible REDE Project Costs" table above.. Requests must include all information and attachments required by such forms, including but not limited to copies of invoices paid and evidence of payment. Subcontractor invoices to the general contractor managing the Project may be required to demonstrate that reimbursement is being requested only for qualifying Project costs.

The ACA reserves all rights to request additional information to confirm satisfaction that requested reimbursements are appropriate under this Agreement.

Grantees must have submitted a signed ACA W-9 form to the ACA Grant Administrator (provided with Notice of Award) to receive any financial reimbursement from the ACA.

Appendix C – Reporting

The Grantee shall provide a final report at the end of the term of this Grant Agreement and annual outcome reports for three (3) years after Project completion.

Project Close-Out Report

A final Project Close-Out Report must be completed using the *REDE Close-Out Report Form*. The Close-Out Report must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C – Reporting* to the ACA Grant Administrator.

Project Status Summary

Grantee will briefly describe of the overall status of the Project.

Project Progress Update

- Grantee will describe the progress made up to and including the current quarter, including costs expended to date on the Project.
- Grantee will name all contractors that performed REDE Project work. At the time of the signing of this Agreement, the Grantee will have provided ACA with a copy of the pricing and signature pages of all contracts already established between the Grantee and the contractor. In the event of any changes to contractors and/or contracts related to REDE Project work, the Grantee must identify the change in the form and attach a copy of the required documentation.

Project Budget Update

- Grantee will update the Project budget table to reflect the actual amounts of the Grant Project. The table includes the budgeted amounts from this Agreement. The Grantee will provide actual amounts that reflect actual costs or funding amounts up to the end of the performance period.
- Grantee will identify any changes to Eligible REDE Project Cost line items, Budget Amounts, and/or other Project costs not eligible for REDE funding.
- Grantee will identify any changes to Cash Match Contributions including, but not limited to: source, timing, and amounts.

Economic Development Update

- Grantee will describe any noted progress towards the advancement of economic development as it relates to the Project.

Project Outcomes Update

- Grantee will describe any changes to the intended outcome described in *Appendix A – Project Summary*.

Outcome Reports

For 36 months after the end of the grant term, the Grantee will provide, on an annual basis, Project Outcome Reports using the *REDE Outcome Report Form*. Outcome Reports will include updated information regarding the intended outcome of the Project and related milestones. Progress towards economic development and private sector development (if applicable) as a result of the Project should also be provided. Reports must be completed and signed by the Grantee Project Contact or Person Authorized to Sign on Behalf of Grantee named on the first page of this Agreement. Reports must be submitted by the due dates listed in *Appendix C – Reporting* to the ACA Grant Administrator.

Schedule of Reports

Close-Out Report

Reporting Period Start	Reporting Period End*	Report Due
Effective Date	05/31/17	06/30/17

*The Reporting Period End is the date that is nine (9) months from the Effective Date, rounded to the end of month.

Outcome Reports

Reporting Period Start	Reporting Period End	Report Due
07/01/17	06/30/18	07/31/18
07/01/18	06/30/19	07/31/19
07/01/19	06/30/20	07/31/20

Appendix D – Uniform Terms and Conditions

ARIZONA COMMERCE AUTHORITY (ACA) UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"ACA"* means the Arizona Commerce Authority.
- 1.2. *"ACA Fiscal Year"* means the period beginning with July 1 and ending June 30.
- 1.3. *"Attachment"* means any item a Solicitation requires an Offeror to submit as part of an Offer.
- 1.4. *"Contract"* has the meaning set forth in the preamble on the first page of this Contract.
- 1.5. *"Contract Amendment"* means a written document signed by the parties that is issued for the purpose of making changes in the Contract.
- 1.6. *"Contractor"* has the meaning set forth in the preamble on the first page of this Contract.
- 1.7. *"Days"* means calendar days unless otherwise specified.
- 1.8. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.9. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.11. *"Offer"* means an offer to provide the goods and/or services specified in a Solicitation, such as a bid, proposal or quotation.
- 1.12. *"Offeror"* means the Contractor.
- 1.13. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

- 1.14. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.15. *"Solicitation Amendment"* means a written document that is signed by the ACA and issued for the purpose of making changes to the Solicitation.
- 1.16. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2. Contract Interpretation

- 2.1. Arizona Law. Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the ACA of Arizona. (Please note: The ACA is exempt from Title 41, Chapter 23 of the Arizona Revised Statutes (the Procurement Code)).
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict between the terms of the various Contract sections and documents, the sections and documents shall prevail in the following order;
 - 2.3.1. The "Agreement" section commencing on the first page of this document.
 - 2.3.2. Special Terms and Conditions;
 - 2.3.3. Price Sheet;
 - 2.3.4. Statement or Scope of Work;
 - 2.3.5. Uniform Terms and Conditions;
 - 2.3.6. Solicitation; and
 - 2.3.7. Proposal.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the ACA at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with ACA Executive Order No. 2009-09 and all other applicable Federal and ACA laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the ACA and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The ACA shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the ACA determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the ACA for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the ACA to the person designated in the Contract to receive notices or, if no one is designated to receive notices, the person named as the primary contact. Unless otherwise stated in the Contract, notices to the ACA required by the Contract shall be made by the Contractor to the ACA's Procurement Manager. An authorized ACA signer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the ACA.
- 3.7. Property of the ACA. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the ACA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the ACA.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the ACA shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the ACA of Arizona requesting the issuance of this contract shall own (for and on behalf of the ACA) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the ACA, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the ACA and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the ACA. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the ACA without the express written authorization of the agency, department, division, board or commission of the ACA of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The ACA shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the ACA determine that the contractor and/or any subcontractors be found noncompliant, the ACA may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the ACA of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services,



redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the ACA within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. State and Local Transaction Privilege Taxes. The ACA is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the ACA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the ACA of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next ACA fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the ACA for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current ACA fiscal year. Should the Arizona State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ACA may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the Contractor;
 - 4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. The Contract may be modified only through a written Contract Amendment signed by the parties. Changes to the Contract, including without limitation the addition of work or materials, the revision of payment terms, or the substitution of work or materials, purported to be made by a person who is not specifically authorized by the ACA to execute the Contract Amendment shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the ACA. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the ACA. The ACA shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the ACA, the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the ACA as a result of entering into this contract. However, the parties further agree that the ACA, the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the ACA against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the ACA of materials furnished or work performed under this Contract. The ACA shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the ACA any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the ACA of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the ACA shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the ACA.
- 7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the ACA is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the ACA, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the ACA after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps

to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8. The ACA's Remedies in the Event of Default

8.1 Right to Assurance. If the ACA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the ACA may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the ACA's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The ACA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The ACA shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the ACA under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the ACA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The ACA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the ACA, or damages assessed by the ACA concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination



- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the ACA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the ACA is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the ACA, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The ACA may, by written notice, terminate this Contract, in whole or in part, if the ACA determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the ACA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The ACA, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The ACA may, by written notice to the Contractor, immediately terminate this Contract if the ACA determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the ACA.
- 9.4. Termination for Convenience. The ACA reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the ACA, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ACA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ACA upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the ACA may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The ACA shall provide written notice of the termination and the reasons for it to the Contractor.



9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ACA on demand.

9.5.3. The ACA may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the ACA for any excess costs incurred by the ACA in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

10.1. A claimant shall file a contract claim with the ACA within 180 days after the claim arises. The claim shall include the following:

1. The name, address, and telephone number of the claimant;
2. The signature of the claimant or claimant's representative;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the claim including copies of the relevant documents; and
5. The form and dollar amount of the relief requested.

10.2. The ACA has the authority to settle and resolve contract claims, except that the agency chief procurement officer shall receive prior written approval of the state procurement administrator for the settlement or resolution of a claim in excess of the amount prescribed in A.R.S. § 41-2535.

10.3. If a claim cannot be resolved under section 10.2, above, the ACA shall, upon a written request by the claimant for a final decision, issue a written decision no more than 60 days after the request is filed. Before issuing a final decision, the ACA shall review the facts pertinent to the claim and secure any necessary assistance from legal, fiscal, and other advisors.

10.4. The ACA shall furnish the decision to the claimant, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, with a copy to the state procurement administrator. The decision shall include:

1. A description of the claim;
2. A reference to the pertinent contract provision;
3. A statement of the factual areas of agreement or disagreement;
4. A statement of the agency chief procurement officer's decision, with supporting rationale;



5. A paragraph which substantially states: "This is the final decision of the ACA. This decision may be appealed pursuant to Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes and Arizona administrative rules adopted thereunder. If you appeal, you must file a written notice of appeal containing the information required in section 10.7 within 30 days from the date you receive this decision."
- 10.5 If the ACA fails to issue a decision within 60 days after the request is filed, the claimant may proceed as if the agency chief procurement officer had issued an adverse decision.
- 10.6 The claimant may appeal the final decision of the ACA pursuant to Title 41, Chapter 6, Article 10 of the Arizona Revised Statutes and Arizona administrative rules adopted thereunder within 30 days of the ACA's decision. The claimant shall also file a copy of the appeal with the ACA.
- 10.7 The claimant shall file the appeal in writing and shall include the following:
 1. A copy of the decision of the ACA;
 2. A statement of the factual areas of agreement or disagreement; and
 3. The precise factual or legal error in the decision of the agency chief procurement officer from which an appeal is taken.
- 10.8 The ACA shall file a complete report on the appeal with the Office of Administrative Hearings within 14 days from the date the appeal is filed, providing a copy to the claimant at that time by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The report shall include a copy of the claim, a copy of the ACA's decision, if applicable, and any other documents that are relevant to the claim.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

EXHIBIT A – TOWN OF EAGAR ECONOMIC DEVELOPMENT STRATEGIC PLAN SCOPE OF WORK

SCOPE OF WORK

TASK 1: PROJECT INITIATION

The Town of Eagar Project Manager will work with ESI Corp and identify 10-15 people to comprise an EDP Working Group, who will be consulted with throughout this planning process. This group should be comprised of representatives from the Town, including policy makers and staff, the Eagar-Springerville Chamber of Commerce, workforce development, major employers and other key stakeholders.

Kick Off Meeting and Reconnaissance Tour

A kick off meeting with the Project Manager will be conducted to discuss the scope of work and develop project protocol. The Project Manager and other representatives shall conduct a tour of Eagar and the region for ESI which will include existing and future business and industrial sites, educational facilities, commercial core/downtown, quality of life infrastructure, and other key regional assets.

Following the tour, and over the course of the next day, meetings/interviews will be conducted with applicable Town Staff to provide ESI with a briefing that includes at a minimum:

- Growth trends and future development plans and economic development priorities for their community.
- Infrastructure capabilities and deficiencies (i.e. roads, water, sewer, telecom) for their community.
- Any current economic development plans and industry targets/sectors for their community.
- Overview of any economic development tools and marketing strategies used to attract and retain business for their community.
- Identification of the region's assets, opportunities and challenges.
- Discussion and ideas regarding industry targets and suppliers.

Interviews

Interviews will be conducted with up to 20 people including the Town Mayor and Council members, key staff (not previously interviewed) and other stakeholders. For convenience, some of the stakeholder interviews will be conducted over the phone. The purpose of these interviews is to gain a perspective of the economic development vision, community assets and potential opportunities, barriers and infrastructure capabilities/deficiencies, and their ideas regarding industry targets. Some of these interviews will be conducted after the kick off meeting. Following is a preliminary list to be discussed with the Town Project Manager:

- Town Mayor and Council Members
- Key Staff
- Workforce development representative(s)
- Springerville-Eagar Regional Chamber of Commerce
- Apache County Community Development

EXHIBIT A – TOWN OF EAGAR ECONOMIC DEVELOPMENT STRATEGIC PLAN SCOPE OF WORK

- SRP and TEP
- School District
- Northland Pioneer College
- National Forest Service
- White Mountain Regional Medical Center

TASK 2: MARKET ASSESSMENT & SWOT ANALYSIS

A review of existing plans, studies and reports prepared for Eagar, Springerville, Round Valley and Apache County will be conducted. These plans could include economic and workforce development plans, general/comprehensive plans, transportation/infrastructure plans, tourism plans, marketing plans and marketing materials. These documents will be reviewed and relevant information will be gleaned for inclusion in the SWOT assessment.

An economic and demographic analysis will be prepared for the Town of Eagar, Springerville, Round Valley CDP, and Apache County. A comparative matrix will be prepared that shows each community, an aggregation of the three communities, Apache County and the State of Arizona. This will include the following information:

- Population profile: population, age, race/ethnicity, income, and growth projections
- Employability profile: occupations, unemployment, educational attainment
- Industry profile: employment and establishments by industry sector

To accompany the demographic matrix, ESI will conduct a business mix analysis by assembling business data on Eagar/Springerville area and compare these findings to Apache County and the State of Arizona. This information will provide an understanding of Eagar's comparative strengths relative to Arizona by identifying what industries/sectors are concentrated in the region as compared to the state as a whole.

Based on interviews and the findings of the economic and demographic data, ESI will prepare a preliminary SWOT analysis, which at a minimum will identify Eagar's economic development strengths, weaknesses and potential economic development opportunities. The ultimate outcome of the SWOT analysis is to highlight economic development opportunities that should be leveraged, as well as identify weaknesses or obstacles that need to be overcome in order to achieve economic development success.

EDP Working Group Meeting #1

A work session will be conducted with the EDP Working Group. The first part of the meeting ESI will provide an overview of economic development and the relevance of strategic planning. The second part of the work session will be a presentation and discussion on the preliminary economic development vision and the results of the business mix analysis and the preliminary SWOT. This meeting is expected to last half a day.

TASK 3: PLAN DEVELOPMENT

The Eagar Economic Development Plan will be a five-year blueprint for economic development activities for the Town and its economic development partners to implement. Based on the outcome of the previous

EXHIBIT A – TOWN OF EAGAR ECONOMIC DEVELOPMENT STRATEGIC PLAN SCOPE OF WORK

tasks, a preliminary economic development plan will be drafted. The framework for the economic development plan will include the economic development vision followed by key focus areas, overarching goals for each focus area, objectives and implementation strategies under each goal. The strategies will be identified as short term (1-2 years) and longer term (3-5 years) and identify the responsible party(s) for implementation. Finally, each goal will include the identification of performance metrics to be tracked over time in order to evaluate and measure plan implementation.

a. Preliminary Economic Development Plan – ESI will prepare a preliminary plan that will be emailed to the Project Manager for distribution to the EDP Working Group for review. The EDP Working Group should meet amongst themselves to review the draft and provide feedback prior to the EDP Working Group Meeting #2. After receiving their feedback, ESI will incorporate the changes and email the revised plan to the Project Manager for distribution prior to the last EDP Working Group Meeting #2.

Deliverable: Draft Town of Eagar Economic Development Plan

EDP Working Group Meeting #2

At the final work session ESI will facilitate the discussion to prioritize the short and long term strategies, identify responsible partners for plan implementation, and identify performance metrics to monitor plan progress. This meeting is expected to last a full day.

b. Finalize Economic Development Plan – ESI will incorporate the feedback obtained during the EDP Working Group Meeting #2 and submit a final electronic draft of the plan for review by the EDP Working Group. All comments/feedback will go through the Project Manager prior to being forwarded to ESI. Once all comments are received, the plan will be finalized and an electronic copy submitted to the Project Manager for distribution. Based on this round of feedback, ESI will finalize the plan for distribution.

Deliverable: Final Town of Eagar Economic Development Plan

CLIENT ASSISTANCE

ESI will rely on the Project Manager to provide the following assistance during the duration of this engagement.

- Coordinate the formation of an EDP Working Group of 10-15 people.
- Schedule the meetings/interviews with Town Council and staff during Task 1, Project Initiation to be held at a central location, like Town Hall.
- Assist with identification of other stakeholders to interview, including providing contact information.
- Make arrangements for all work sessions by securing meeting location, notifying the EDP Working Group members, and providing refreshments as needed.
- Dissemination of draft materials to the EDP Working Group
- Timely review of all materials.

EXHIBIT B – STAFF

Judie Scalise, CEcD

Principal
ESI Corporation

Judie A. Scalise is Founder and Principal of ESI Corporation. She specializes in economic development and pre-development planning services to a clientele consisting of government agencies, corporations, private developers, and utility companies. Prior to forming ESI Corp in 1991, she held the management positions of Executive Director of the Phoenix Economic Growth Corporation, Vice President and Manager of the Industrial and Economic Development Department of Security Pacific Bank and Director of Business and International Trade for the Arizona Department of Commerce.



A pioneer of economic development analytics with 30 years of established market expertise, Judie has authored more than 500 plans and economic studies. Peer recognition of Judie's portfolio of work includes industry leadership roles and notable distinction, including:

- Past Board member of the California Association for Local Economic Development (CALED)
- Past Chairwoman of the International Economic Development Council (IEDC)
- Past President of the Arizona Association for Economic Development (AAED)
- Current Board Member of the California Academy for Economic Development
- Technical Advisory Panel participant with the Urban Land Institute and the American Institute of Architects
- William W. Lampkin Award for Long Term Excellence in Economic Development
- Fellow Member and Honorary Life Member of the International Economic Development Council (IEDC)

Judie teaches economic development strategic planning at the Economic Development Certificate Program sponsored by CALED and California Fresno State University. In addition she has taught corporate site selection at the Economic Development Course in New Mexico and business retention and expansion at the Economic Development Course in Arizona.

She holds a Bachelor of Science Degree in Public Management and Policy from the University of Arizona, School of Government and Public Policy, and is a graduate of the Economic Development Institute at the University of Oklahoma. She has achieved the professional designation of Certified Economic Developer (CEcD). Her professional affiliations include International Economic Development Council (IEDC), Full Member Urban Land Institute (ULI), and the California Association for Local Economic Development (CALED).

EXHIBIT C - SCHEDULE

It is estimated that completion of this scope of work will take approximately 5 months, depending upon scheduling the meetings and the time it takes for review of draft materials.

The following schedule assumes that the work commences April 17, 2017. Any delays will result in modification to the overall schedule.

	April							May							June							July							August						
Date	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30															
Task 1: Project Initiation																																			
Kick off meeting with Eagar and tour																																			
On Site Meetings/interviews with staff and Town Council																																			
Telephone Interviews with Stakeholders																																			
Task 2: Market Assessment and SWOT Analysis																																			
Demographic Analysis																																			
Review existing plans and studies for cities and region																																			
SWOT analysis and summary																																			
Business mix analysis on Eagar/Springerville compared to Apache County																																			
Preparation for and conduct Work Session #1																																			
Task 3: Plan Development																																			
Draft preliminary goals, objectives and strategies. Incorporate working group feedback																																			
Preparation and conduct Work Session #2																																			
Identify performance metrics for plan																																			
Finalize the plan																																			
<div>Working Group Meetings/Presentations Interviews Deliverable </div>																																			

Working Group Meetings/Presentations

Interviews

Deliverable

Dates for on-site meetings and work sessions are noted below.

- Kick Off Meeting and Interviews – April 19-20, 2017
- Working Group Meeting – June 29, 2017
- Working Group Meeting – August 10, 2017

EXHIBIT D - FEE

The fee to prepare the regional Eagar Economic Development Plan, including all expenses is \$30,000. Below is a summary by task.

Tasks	Fee	Expenses	Total
Task 1: Project Initiation	\$8,050	\$436	\$8,486
Task 2: Market Assessment and SWOT Analysis	\$10,710	\$537	\$11,247
Task 3 - Plan Development	\$9,800	\$467	\$10,267
	\$28,560	\$1,440	\$30,000

ESI will invoice the Town in three separate installments, at the completion of each task noted above.

TOWN OF EAGAR

MEMORANDUM

TO: Eagar Town Council
FROM: Katie Brady, Finance Manager
DATE: March 29, 2017
SUBJECT: BOYS AND GIRLS CLUB

For informational purposes I calculated the financial impact of the cost to the town for a waiver of water and sewer for the Boys and Girls Club for three months at 141 East 5th Avenue.

I took a look at their usage at their other property and made a guestimate of a usage of 5,000 per month. The financial impact of that for three months is approximately \$160.00.

TOWN OF EAGAR

Proposed Agenda Item

Requester: Terry Shore

Phone Number: 928-580-7112

Date: 3-22-17

Proposed Council Meeting Date: 4-4-17

Brief Description of Proposed Agenda Item: Request for the
Town of Eagar to waive the water/sewer
costs for a building at 141 E. 5th Ave
for three months this summer to
assist the Boys & Girls Club of
Round Valley's use of this building
for summer program expansion.

- Proposed agenda items should include supporting information to be included in the Council Packet, if possible.
- Attach supporting information to this form.
- This form must be received by the Town Clerk at least one week in advance of the proposed Council Meeting.
- Presentations are limited to 15 minutes or less.
- Questions regarding the agenda item will be limited to 10 minutes or less and will be facilitated by the Mayor.
- Requestors will be notified by the Thursday before the proposed Council Meeting as to whether the proposed item will be on the Council Agenda.

Bruce Approvo for agenda item 3/22/2017

Eva Wilson

From: Christine Ballard <christineballardsercc@gmail.com>
Sent: Friday, March 24, 2017 3:48 PM
To: e.wilson@eagaraz.gov
Subject: Town Council Agenda

Going forward please send the agendas to me at this email address as I don't have access to the director email. We are working on a new website and a new domain which will mean new email addresses but for the time being I am mainly using this one.

Becki Christensen is on a leave of absence to finish her dissertation and run the White Mountain Get Away Raffle as a contracted employee of the Springerville-Eagar Chamber of Commerce.

I have April 4th at 7pm down on my calendar for the next Town of Eagar Council Meeting. Is that information correct? Also, will you please put me down on that agenda if it is possible. I would like to announce my position and receive feedback on how best we can assist Town of Eagar in current and future endeavors.

--
Christine Ballard
Interim Executive Director
Springerville-Eagar Chamber of Commerce
928.333.2123 ~ 928.228.7256

Bruce Approve for agenda item 3/27/2017.